

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 30, 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 – 21)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0406.004311	Advertising	\$1,600.00
TO	0100.0406.004231	Travel	\$1,600.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004419	Property Insurance	\$881.71
To	0545.0545.004998	Contingency	\$881.71

5. Discuss, consider, and take appropriate action on a line item transfer to the Corrections Department from Law Enforcement.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005700	Vehicles > \$5,000	\$66,224.00
TO:	0100.0570.005700	Vehicles > \$5,000	\$66,224.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	\$75,000
TO	0100-0510-004510	Parks/Facility Repairs	\$75,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0492-004998	Non-Departmental/Contingencies	\$320,499.41
TO	0100-0492-004100	Elections/Professional Service	\$246,197.83
TO	0100-0492-004506	Elections/Computer Prgrm/Maint	\$74,301.58

8. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
9. Discuss, consider, and take appropriate action on authorizing the disposal of a 2013 Chevrolet Tahoe Vin #1446 through Auction, pursuant to Texas Local Government Code 263.152.
10. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off-duty contracting of Constable Pct. 1 Deputies with Kalahari Resorts and Convention Center.
11. Discuss, consider and take appropriate action to terminate the vehicle reimbursement agreement regarding off-duty contracting of County Sheriff Deputies for LEAMS (Law Enforcement Administrative Management Service) that was approved in Commissioners Court on April 23, 2024.
12. Discuss, consider, and take appropriate action on approving the purchase #2024182 between Williamson County and Dana Safety Supply, Inc. for 14 New Chevy Tahoe Upfittings for New Patrol Units the amount of \$374,063.06 pursuant to TIPS contract #240102, and authorizing the execution of the Purchase.
13. Discuss, consider and take appropriate action on authorizing the extension of contract #4001 Audit and Accounting Services contract, for the same pricing, terms and conditions outlined in the original proposal for Fiscal Year 2024 Audit.

14. Discuss, consider and take appropriate action on approving purchase #2024184 between Williamson County and Presidio for Active Directory Migration Planning Assessment, in the amount of \$64,750.00 pursuant to Buyboard cooperative contract #661-22.
15. Discuss, consider, and take appropriate action on approving the annual purchase #2024187 between Williamson County and Presidio Networked Solutions Group, LLC for the total amount of \$103,930.20, pursuant to the Texas DIR-TSO 4167 contract, and authorizing the execution of the purchase.
16. Discuss, consider, and take appropriate action on approving Contract for Construction, #2024186, with Aggieland Construction, LLC, for the JP2 Courtroom Security for Facilities Management in the amount of \$29,000.00, pursuant to Cooperative Contract – Choice Partners - Contract Number 21/039MR-01, and authorize execution of the agreement.
17. Discuss, consider and take appropriate action on Supplemental Work Authorization No 6 to Work Authorization No 4 under the Williamson County Contract between Cobb Fendley & Associates and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007.
18. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 5 under the Williamson County Contract between Cobb Fendley & Associates and Williamson County dated July 16, 2019, for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. Funding source: P546.
19. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 6 under the Williamson County Contract between Cobb Fendley & Associates and Williamson County dated July 16, 2019, for Utility Coordination for CR 201 from Umbrella Sky to CR 200. Funding source: P499.
20. Discuss, consider and take appropriate action on Supplemental Work Authorization No 5 to Work Authorization No 3 under the Williamson County Contract between Cobb Fendley & Associates and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.200.0210.004100.
21. Discuss, consider and take appropriate action on approval of the preliminary plat for the Kelley subdivision – Precinct 4.

REGULAR AGENDA

22. Discuss, consider, and take appropriate action on a proclamation designating April 30, 2024 as National Therapy Animal Day in Williamson County.
23. Discuss, consider and take appropriate action on a proclamation naming the month of May as "Older Americans Month".

24. Discuss, consider and take appropriate action regarding appointing Jessyca Hilar as Assistant County Veteran Service Officer.
25. Discuss, consider, and take appropriate action on revising the membership of the Fleet Committee and appoint the County Judge to serve as the Chairperson of the Fleet Committee.
26. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment From Other Entities	\$26,305.45

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003200	Medical Supplies	\$26,305.45

28. Discuss, consider, and take appropriate action on approving a memorandum of understanding between Williamson County and AGE of Central Texas.
29. Discuss, consider and take appropriate action on an updated State Plan of Operation (SPO) Agreement between the State of Texas and the Williamson County Sheriff's Office with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 U.S.C. 2576a.
30. Discuss, consider, and take appropriate action regarding Change Order #1 in the amount of \$26,638.70 for a Change Order between Williamson County and JT Vaughn Construction relating to the Road & Bridge Yard Fence. Funding Source: 01.0200.0210.004509.
31. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 2 to Agreement for Design & Engineering Services between Williamson County and Johnston, LLC. relating to the Justice Complex Improvements (P476).
32. Discuss, consider, and take appropriate action on awarding IFB #24IFB39 CR 404 Pavement Rehabilitation to Chasco Constructors LTD LLP in the not-to-exceed amount of \$1,684,848.00 and authorize execution of the Agreement. Funding source is P646.

33. Discuss, consider, and take appropriate action on the CHIPS Act Loop Jobs Connector Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: 2023 Road Bond funds.
34. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$6,201.00 for Project 23IFB67 Corridor C / SH29 Bypass Extension (Capital Excavation) P: 459 Funding Source: Road Bond.
35. Discuss, consider and take appropriate action on Contract Amendment No. 3 to the CR 314 and CR 332 Realignment design contract between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program. Project: P364 Fund Source: Road Bonds
36. Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Chandler Road Extension design contract between Williamson County and Huitt-Zollars, Inc. relating to the 2013 Road Bond Program. Project: P294 Fund Source: Road Bonds.
37. 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 Southwest Bypass Extension Project, a Road Bond Project in Commissioner Pct. 3. P352.
38. Discuss, consider and take appropriate action on a First Amendment to Possession and Use Agreement for Transportation Purposes with Jerry J. Wolfe as the Trustee of The Tiffany Tankersly Wolfe 1997 Children's Trust and Steven J. Wolfe for right of way purchased on the E. Wilco Highway Segment 1 (Parcel 26) project. Funding Source: Road Bonds P463

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)."

39. 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.
- u) Discuss the acquisition of right of way and potential litigation settlement for CR 245.

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

40. 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 Mellencamp
- b) Project Glee
- c) Project Skyfall
- d) Project Stamper
- e) Project Soul Train
- f) Project Dragon
- g) Project School Bus

41. 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. Hurdsmen, #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. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
21. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
22. Cause No. 23-2583-C480; Chauncy Williams v. Adrianne Pernell, et al.; In the 480th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

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

d. Claims:

1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

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.

- 42. 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).
- 43. 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).
- 44. 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)

- 45. Discuss and take appropriate action concerning economic development.
- 46. Discuss and take appropriate action concerning real estate.
- 47. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
 - a. General:**
 - 1. Litigation or claims or potential litigation or claims against the County or by the County
 - 2. Status Update-Pending Cases or Claims
 - 3. Employee/personnel related matters
 - 4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - b. Litigation:**
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 - 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,

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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
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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
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. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
21. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
22. Cause No. 23-2583-C480; Chauncy Williams v. Adrienne Pernell, et al.; In the 480th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

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

d. Claims:

1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

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.

48. 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.

49. Comments from Commissioners.

- 50.** 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 26th day of April 2024 at 12:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 04/30/2024

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0406.004311	Advertising	\$1,600.00
TO	0100.0406.004231	Travel	\$1,600.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Connie Odom

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/22/2024 08:23 AM

04/25/2024 08:59 AM

Started On: 04/19/2024 10:44 AM

Commissioners Court - Regular Session**4.****Meeting Date:** 04/30/2024

Animal Shelter Line Item Transfer

Submitted By: Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The Regional Animal Shelter needs to move \$881.71 from 01.0545.0545.004419 to 01.0545.0545.004998 in order to issue payment on the loss fund invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004419	Property Insurance	\$881.71
To	0545.0545.004998	Contingency	\$881.71

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Misty Valenta

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/22/2024 08:25 AM

04/25/2024 08:59 AM

Started On: 04/19/2024 05:25 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 04/30/2024

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason**Submitted By:** Virginia Johnson, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer to the Corrections Department from Law Enforcement.

Background

This transfer is being requested to cover the cost of the jail van that was not received in FY23.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005700	Vehicles > \$5,000	\$66,224.00
TO:	0100.0570.005700	Vehicles > \$5,000	\$66,224.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Virginia Johnson

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/25/2024 11:28 AM

04/25/2024 11:54 AM

Started On: 04/25/2024 10:42 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 04/30/2024

Line Item Transfer

Submitted For: Ashlie Holladay**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Twenty-five (25) freeze-proof hydrants were originally installed in the River Ranch County Park RV loop. All hydrants have been problematic and difficult to open and close. Park staff have replaced 3 hydrant heads with a different model replacement hydrant head (per the manufacturer), due to hydrant heads breaking while trying to open or close. During the course of repairing a hydrant head, it was discovered that the initial installation included no below ground blocking or support, further creating a weak PVC/Galvanized connection at a location where significant torque occurs. The resulting effect is a break at the connection and subsequent water leak. Recommendation is to replace 25 freeze-proof hydrants with regular quality spigots properly blocked and supported. The request is for \$75,000 (includes \$68,678 base bid + contingency).

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	\$75,000
TO	0100-0510-004510	Parks/Facility Repairs	\$75,000

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 04/24/2024

Reviewed By

Becky Pruitt

Date

04/24/2024 10:53 AM

Started On: 04/23/2024 09:56 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 04/30/2024

Line Item Transfer

Submitted For: Ashlie Holladay**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

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

BackgroundFor Line Item 0100-0492-004100:

This line item is for the poll worker payroll expenses that are charged to general fund. Election expenses are usually funded by general fund (0100-0492-004100-Professional Services) or the election fund (375-375-004100 - Professional Services) depending on the percentage charged to the county or to the participating entities. The percentage is based on what is on the ballot for the election. Primary elections are every two years. The county is responsible for all primary early voting costs which are charged to the general fund. Due to the prior Elections Administrator and Deputy Elections Administrator leaving before completion of the FY2024 budget, it appears that the entire costs of the early voting primary payroll were not considered when the budget for fund 0100-0492-004100 was completed. CARE HAVA funds were used to help cover payroll costs in the previous primary elections. The increase we are asking for is required for the Elections Department to pay the primary election payroll costs owed to Openwork, the personnel agency that processes poll worker payroll for the Elections Department. The May 4th election this year will be all election fund, however the primary runoff on May 28th will use the general fund. The current Elections Administrator has put procedures in place changing poll worker schedules to split shifts. This will eliminate poll workers having to work over forty hours requiring overtime pay, which will reduce future costs.

For Line Item 0100-0492-004506:

This line item is for yearly licenses, warranties and fees for the elections equipment hardware and software supplied by Election Systems & Software, Tenex, Drake Communications and VOTEC. Purchase of additional equipment was charged to this fund earlier this year. A transfer of \$119,000.00 from lien item 5741 to 4506 has been requested to help cover the fund shortage, but additional funds are still required to cover all yearly license costs and the unexpected need of battery replacements for all election voting equipment. Another unexpected cost will be the replacement of obsolete hard cases for the ExpressVote equipment with soft cases.

Please see attachment for breakdown of funding requested.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0492-004998	Non-Departmental/Contingencies	\$320,499.41
TO	0100-0492-004100	Elections/Professional Service	\$246,197.83
TO	0100-0492-004506	Elections/Computer Prgm/Maint	\$74,301.58

Attachments

Elections LIT Breakdown

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 11:38 AM

Started On: 04/25/2024 08:38 AM

	General Fund	
Professional Services	0100-0492-004100	
Funds Available 04/05/2024	116,053.90	
Openwork #30021057	(225,552.58)	being processed in AP
Openwork #30021145	(843.92)	being processed in AP
Openwork #30021352	(7.62)	being processed in AP
Openwork #30021432		being processed in AP
Openwork #30021512	(409.61)	being processed in AP
Openwork #30021706		being processed in AP
	(110,759.83)	
Estimates for Upcoming Elections		
Estimated Temps		
Estimated 0524 payroll		For May 4, 2024 election
Bouffard Transfer 0524		For May 4, 2024 election
Bouffard Transfer Runoff estimate	(14,280.00)	For May 28 Primary Runoff
Primary EV & ED Runoff estimate	(121,158.00)	For May 28 Primary Runoff
Amt needed	(246,197.83)	

	General Fund	
Computer Prog/Maint	0100-0492-004506	
	159,132.92	
Tenex - Election Force	(40,000.00)	Due in May 2024
Drake Communications	(5,900.00)	Due in June 2024
Election Systems & Software	(258,158.25)	Due in June 2024
Election Systems & Software -BOD	(2,126.25)	Due in June 2024
Tenex -Precinct Central	(46,250.00)	Due in July 2024
	(193,301.58)	
transfer from 005741	119,000.00	
Amt needed	(74,301.58)	

Commissioners Court - Regular Session**8.****Meeting Date:** 04/30/2024

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 title changes, position grade changes, and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Merit Report

Merit LIT

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kayla Marek
Final Approval Date: 04/24/2024

Reviewed By

Rebecca Clemons
Becky Pruitt

Date

04/24/2024 12:37 PM
04/24/2024 12:43 PM
Started On: 04/24/2024 12:28 PM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Emergency Management	Emergency Mgmt Spec.0775.001100.	10358	\$76,098.36	\$3,804.84	5.00	\$79,903.20	-	MERIT	10-May-24
Information Systems	Analyst I.2036.001100.	14572	\$73,049.34	\$3,287.18	4.50	\$76,336.52	-	MERIT	10-May-24
Information Systems	Analyst III.0949.001100.	01826	\$90,874.68	\$4,543.76	5.00	\$95,418.44	-	MERIT	10-May-24
Juvenile Grant	Juv Prob Officer II Grant.1036.001100.	15779	\$60,524.30	\$1,815.74	3.00	\$62,340.03	-	MERIT	10-May-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0541	001100	3,804.84	
01	0100	0541	002010	291.07	
01	0100	0541	002020	610.68	
01	0100	8004	001130		3,804.84
01	0100	8004	002010		291.07
01	0100	8004	002020		610.68
01	0100	0503	001100	7,830.94	
01	0100	0503	002010	599.07	
01	0100	0503	002020	1,256.87	
01	0100	8008	001130		7,830.94
01	0100	8008	002010		599.07
01	0100	8008	002020		1,256.87
01	0100	0576	001100	1,815.74	
01	0100	0576	001130		1,815.74
01	0100	0591	001100		1,145.91
01	0100	0591	001101	1,145.91	

Correction to Pretrial Salary Study for PT positions

Correction to Pretrial Salary Study for PT positions

Commissioners Court - Regular Session**9.****Meeting Date:** 04/30/2024

VSC Assets 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 a 2013 Chevrolet Tahoe Vin #1446 through Auction, pursuant to Texas Local Government Code 263.152.

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VSC Asset for Auction

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 04/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/24/2024 04:24 PM

04/25/2024 08:41 AM

Started On: 04/18/2024 08:00 AM

County VIN/Serial Number	1GNLC2E08DR251446
Make	CHEV.
License Plate	1156629
Year	2013
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Patrick Youngren
Equipment Unit Number	1B1354
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Electrical problem, batteries draining, Transmission issue resulting in the vehicle having delayed shifting out of low gears. AC works intermittently.
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	4/30/2024
VSC Review	
Department	551- Constable Pct 1
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Patrick Youngren 4/17/2024 9:06 AM 1.0
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/17/2024 10:01 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 4/17/2024 4:41 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 4/18/2024 7:33 AM
Purchasing Department Signature	✔ Misty Brooks 4/18/2024 7:56 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	91
Version	6.0
Attachments	False
Created	4/17/2024 9:06 AM
Created By	Patrick Youngren
Modified	4/18/2024 7:56 AM
Modified By	Misty Brooks

Commissioners Court - Regular Session**10.****Meeting Date:** 04/30/2024

Kalahari Vehicle Reimbursement Agreement 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 regarding approval and receipt of Vehicle Reimbursement Agreement regarding off-duty contracting of Constable Pct. 1 Deputies with Kalahari Resorts and Convention Center.

Background

This agreement gives permission to Kalahari Resort and Conventions to contract Constable Pct 1 Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for security services during a July 4th celebration. This agreement will begin on July 4th, 2024 and will terminate on September 30, 2024. Kalahari Resort and Convention Center is located at 3001 Kalahari Blvd in Round Rock.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Kalahari Veh Reimb.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Youngren

Final Approval Date: 04/24/2024

Reviewed By

Becky Pruitt

Date

04/24/2024 03:46 PM

Started On: 04/24/2024 01:06 PM

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 July 4, 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: Kalahari Resorts and Conventions

Signature: 

Printed Name: Jesus Mesa

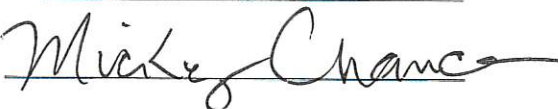
Title: Security Director

Date: 4/24/, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Constable Pct. 1

Printed Name of Official: Mickey Chance

Signature of Official: 

Date: 4/24/2024, 20

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

Type text here

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 WORK²

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**11.****Meeting Date:** 04/30/2024

Terminate LEAMS Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to terminate the vehicle reimbursement agreement regarding off-duty contracting of County Sheriff Deputies for LEAMS (Law Enforcement Administrative Management Service) that was approved in Commissioners Court on April 23, 2024.

Background

This agreement was inadvertently placed on the Commissioners Court agenda. We discovered that the Law Enforcement Administrative Management Service is a 3rd party vendor, and we only work with the actual organization who puts on the event. According to page 1, paragraph 2 on the attached agreement states 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.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LEAMS agreement approved 4-23-24

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 04/24/2024

Reviewed By

Becky Pruitt

Date

04/24/2024 10:55 AM

Started On: 04/24/2024 08:30 AM

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 April 23, 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: Leams Law Enforcement Administrative Management Service

Signature: [Signature]

Printed Name: Denny Garcia

Title: Manager

Date: April 17th, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: [Signature]

Date: April 18, 2024

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK²

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**12.****Meeting Date:** 04/30/2024

Approval of Purchase for 14 New Chevy Tahoe Upfittings for New Patrol Units from Dana Supply, Inc for Sheriff's Office

Submitted For: Joy Simonton**Submitted By:** Barbi Hageman, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase #2024182 between Williamson County and Dana Safety Supply, Inc. for 14 New Chevy Tahoe Upfittings for New Patrol Units the amount of \$374,063.06 pursuant to TIPS contract #240102, and authorizing the execution of the Purchase.

Background

The approval of this purchase will benefit the Williamson County Sheriff's Office with the upfittings installed on 14 New Patrol Units. The attached quote contains the details of the materials and installation. Budget Office and Fleet have approved. The funding source is 01.0100.0560.005700. The department point of contact is Mary Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Dana Supply Quote
Form 1295

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 04/25/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/24/2024 03:59 PM
04/25/2024 08:33 AM
Started On: 04/16/2024 08:54 AM

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

Ship To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

Contact:
Telephone: 512-943-1500
E-mail: accountspayable@wilco.org

Contact:
Telephone: 512-943-1500
E-mail: accountspayable@wilco.org

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/20/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	N	INFO TIPS USA CONTRACT #240102 Warehouse: RROC		0.0000	0.00
14	14	N	INFO 2024 CHEVROLET TAHOE PPV - PATROL BAR TOP Warehouse: RROC		0.0000	0.00
14	14	N	INFO FRONT OF VEHICLE Warehouse: RROC		0.0000	0.00
14	14	N	INFO ACTIVATE FACTORY HEADLAMP FLASHER / WIGWAG Warehouse: RROC		0.0000	0.00
14	14	N	DFC-PB-TAH21 FED SIG Push bumper, 2021-2023 Chevrolet Tahoe SSV/PPV Warehouse: RROC MSRP: \$1,084.00		618.6700	8,661.38
14	14	N	DFC-LG-TAH21 FED SIG LOWER GUARDS FOR 2021-23 TAHOE PUSH BUMP Warehouse: RROC MSRP: \$1,009.00		549.3300	7,690.62

Print Date	04/03/24
Print Time	04:24:29 PM
Page No.	1



Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

Ship To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

Contact:
Telephone: 512-943-1500
E-mail: accountspayable@wilco.org

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Telephone: 512-943-1500
E-mail: accountspayable@wilco.org

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/20/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	N	DFC-UG-TAH21 FED SIG UPPER GUARDS FOR 2021-23 TAHOE PUSH BUMPE Warehouse: RROC MSRP: \$678.00		369.3300	5,170.62
14	14	N	DFC-WC-TAH21 FED SIG WIRE COVERS, 2021-23 CHEVY TAHOE PUSH BUM Warehouse: RROC MSRP: \$66.00		40.0000	560.00
14	14	N	DFC-TC4L-1 FED 4 Light Channel for Push Bumper, 21-23 TAHOE Warehouse: RROC MSRP: \$56.00		32.0000	448.00
56	56	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: \$229.00 MOUNT IN TOP CHANNEL OF GRILLE GUARD CROSS MEMBER. STEADY WHITE FOR TAKEDOWN.		104.0000	5,824.00
28	28	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: \$229.00 MOUNT ONE ON EACH PITBAR. STEADY WHITE FOR ALLEY.		104.0000	2,912.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

Ship To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

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Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
28	28	N	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: RROC MSRP: \$91.00 MOUNT UNDER CENTER CROSS MEMBER OF GRILLE GUARD.		0.0000	0.00
28	28	N	DFC-SB ES100C Fed Speaker Bracket for Mounting ES100C Warehouse: RROC MSRP: \$35.00		0.0000	0.00
14	14	N	INFO SIDE OF VEHICLE Warehouse: RROC		0.0000	0.00
112	112	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: \$229.00 MOUNT FOUR ON EACH RUNNING BOARD W/ WEDGES. STEADY WHITE FOR ALLEY.		104.0000	11,648.00
56	56	N	MPSM6U-FPIU20SMW FED Wedge Kit - Two Wedges Per Kit Warehouse: RROC MSRP: \$18.00		12.0000	672.00

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DANA SAFETY SUPPLY, INC
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Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	N	EVP SIREN AND SIREN ACCESSORIES Warehouse: RROC		2,595.0000	36,330.00
14	14	N	FED-PF200S17B FED SIGNAL PATHFINDER 100/200W.17 BTN Warehouse: RROC MSRP: \$2,162.00		0.0000	0.00
14	14	N	RBKIT2 COMPACT FED SIG PAIR OF RUMBLER WOOFERS Warehouse: RROC MSRP: \$593.00		0.0000	0.00
14	14	N	MISC FED: RBC2-TAH21ND RUMBLER BKT 21-24 TAHOE Warehouse: RROC MSRP: \$69.00		0.0000	0.00
14	14	N	OBD CABLE 20-GMCAN OBD CABLE 21+ TAHOE Warehouse: RROC MSRP: \$230.00		0.0000	0.00
14	14	N	PFSYNC-1 FED SIG SYNC MODULE Warehouse: RROC MSRP: \$355.00		0.0000	0.00

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Entered By			Salesperson		Ordered By		Resale Number	
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price	
42	42	N	EXPMOD24 FEDERAL SIGNAL PATHFINDER EXPANSION MODULE Warehouse: RROC MSRP: \$386.00			0.0000	0.00	
42	42	N	PFSPLTR-4 FED SIG 4 TO 1 SPLITTER Warehouse: RROC MSRP: \$59.00			48.5200	2,037.84	
14	14	N	INFO ROOF OF VEHICLE Warehouse: RROC			0.0000	0.00	
14	14	N	MISC FED: VALR51J-P3BL VALOR 51 LIGHTBAR Warehouse: RROC MSRP: \$6,071.00			2,584.0000	36,176.00	
14	14	N	HKB-TAH21-HP FED SIG 2022 SILVERADO PPV 52" LIGHT BAR Warehouse: RROC			0.0000	0.00	
14	14	N	INFO INTERIOR OF VEHICLE Warehouse: RROC			0.0000	0.00	

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Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
28	28	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: \$229.00 ONE IN EACH CARGO WINDOW ON BRACKET.		104.0000	2,912.00
28	28	N	MPSM6-LB FED SINGLE MPS600 OR MPS600U L-BRACKET KIT Warehouse: RROC MSRP: \$19.00		12.0000	336.00
70	70	N	COM3SRWC FED 6 LED light head; (3) LED Red, (3) LED White Warehouse: RROC MSRP: \$95.00 ONE ABOVE CONSOLE, TWO ON CARGO HATCH, TWO ABOVE PRISONER SEATS. SWITCH IN CONSOLE FOR CAB LIGHT, SWITCH ON 'D' PILLAR FOR CARGO AND HATCH LIGHTING.		50.6700	3,546.90
14	14	N	INFO CONSOLE AND CONSOLE ACCESSORIES Warehouse: RROC		0.0000	0.00
14	14	N	C-VS-1012-TAH-1 HAV, CONSOLE BOX, 2021-24 TAHOE, SEE RMK TAB, 22" Warehouse: RROC MSRP: \$780.00		520.0000	7,280.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	
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Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	N	C-EB25-MMT-1P HAV 2.5 1-PIECE EQUIPMENT MOUNTING BRACKET Warehouse: RROC MSRP: \$33.00		22.0000	308.00
14	14	N	C-EB30-FSR-1P HAVIS FEDSIG PATHFINDER PF200 REMOTE HEAD FACEPL Warehouse: RROC MSRP: \$33.00		22.0000	308.00
14	14	N	C-EB40-PAN-1P HAVIS EQUIPMENT BRACKET Warehouse: RROC MSRP: \$33.00		22.0000	308.00
14	14	N	C-EB45-RHS-1P HAV 4.5" Equipment Mounting Bracket Fits Acek9 Hot-N-P Warehouse: RROC MSRP: \$43.00		28.6700	401.38
28	28	N	C-FP-05 HAV 0.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: RROC MSRP: \$13.00		8.6700	242.76
14	14	N	C-AP-0325-1 HAV 3" Accessory Pocket, 2.5" Deep Warehouse: RROC MSRP: \$51.00		34.0000	476.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
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WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

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Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
28	28	N	C-SW-1 HAV BLACK ON/OFF ROCKER SWITCH W/RED PILOT LIGHT Warehouse: RROC MSRP: \$28.00 MOUNT IN K9 CONTROLLER FACEPLATE. ONE FOR FAN AND ONE FOR LIGHT.		18.6700	522.76
28	28	N	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: RROC MSRP: \$19.00 LEAVE LOOSE IN CONSOLE FOR WILCO TO MOUNT		12.6700	354.76
28	28	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: RROC LEAVE LOOSE IN CONSOLE FOR WILCO TO MOUN		0.0000	0.00
14	14	N	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: RROC MSRP: \$230.00		153.3300	2,146.62
14	14	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: RROC MSRP: \$367.00		244.6700	3,425.38

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/20/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: RROC MSRP: \$67.00		44.6700	625.38
14	14	N	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: RROC MSRP: \$94.00		62.6700	877.38
14	14	N	DS-PAN 1502-4 HAV DOCKING STATION FOR PANASONIC TOUGHBOOK 40 LAPTOP Warehouse: RROC MSRP: \$1,656.88		1,104.5900	15,464.26
14	14	N	INCLUDES POWER SUPPLY AND QUAD PASSTHROUGH GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: RROC MSRP: \$589.00		439.7900	6,157.06
14	14	N	475-1677 JOTTO TAHOE 2021+ PARTITION W/UDRH Warehouse: RROC MSRP: \$1,14.82		809.8800	11,338.32

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
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WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States

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Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	N	475-1679 JOTTO HIGH SECURITY PARTITION EXTENSION PANELS Warehouse: RROC MSRP: \$175.47		116.9900	1,637.86
14	14	N	475-1743 JOTTO BIO SEAT 21+ TAHOE Warehouse: RROC MSRP: \$1,637.21		1,572.2000	22,010.80
14	14	N	WK0514TAH21 WINDOW BARRIER VS STEEL VERTICAL Warehouse: RROC MSRP: \$329.00		245.6500	3,439.10
14	14	N	DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS Warehouse: RROC MSRP: \$319.00		238.1900	3,334.66
14	14	N	20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: RROC MSRP: \$250.31		150.1900	2,102.66

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DANA SAFETY SUPPLY, INC
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GREENSBORO, NC 27407

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Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	N	75456 SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) Warehouse: RROC MSRP: \$259.41		155.6500	2,179.10
14	14	N	HSN4032B UNITEDCC MOTO MCS 13W External Speaker Warehouse: RROC		0.0000	0.00
14	14	N	CTU-20-44-36-602 OPS Stacked Radio Drawer 20H x 44W x 36D Warehouse: RROC MSRP: \$5,264.00		3,052.6200	42,736.68
14	14	N	CTU-1000 OPS 2021+ TAHOE MOUNTING PLATFORM Warehouse: RROC MSRP: \$1,125.00		715.0000	10,010.00
14	14	N	200-1475-00 STALKER 2021 Tahoe Ant/CU/Display Combo Mount Warehouse: RROC		0.0000	0.00
14	14	N	200-1476-00 STALKER 2021 Tahoe Rear Antenna Mount Warehouse: RROC		0.0000	0.00

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Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	N	SZ451 PEERLESS TIRE CABLES Warehouse: RROC		0.0000	0.00
14	14	N	INFO REAR OF VEHICLE Warehouse: RROC		0.0000	0.00
14	14	N	MISC FED: ESLD-TAH21RBW TAHOE 21-24 PILLAR RBW Warehouse: RROC MSRP: \$2,414.00		1,413.3300	19,786.62
28	28	N	STEADY WHITE FOR REVERSE. BRAKE TORQUE RED. MPS123U-RBW Fed Fire MicroPulse® Ultra Warehouse: RROC MSRP: \$272.00		126.6700	3,546.76
14	14	N	ONE ON EACH SIDE OF PLATE - VERTICAL. STEADY WHITE FOR REVERSE AND BRAKE TORQUE RED. ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: RROC MSRP: \$102.00		47.6000	666.40

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Entered By		Salesperson		Ordered By		Resale Number
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: RROC ** Vendor shall install a county supplied Panasonic Arbitrator video camera system with: Arbitrator VPU, dash cam, prisoner cam, body mic & cradle, in-car mic, body cam cradle, battery backup, Lind trigger box, Bluetooth adapter, (2) wifi antennas, (2) 7' Cat6 network cables ** Vendor shall install & pre-wire county supplied (2) radio antennas, Motorola 8500 ignition cable, Cradlepoint antenna and ignition harness, STALKER Radar Cables ** Vendor shall provide a 5-year warranty for all installed lighting and wiring, with on-site repairs as requested		0.0000	0.00
14	14	N	TINT FRONT TWO DOORS AT 30% VLT Warehouse: RROC MSRP: \$225.00		199.0000	2,786.00
14	14	N	7615B BLUE SEA, SOLENOID TIMER 120A 12VDC ATD Warehouse: RROC MSRP: \$147.99		125.0000	1,750.00
14	14	N	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: RROC MSRP: \$82.99		55.0000	770.00

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14	14	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: RROC MSRP: \$65.49		45.0000	630.00
14	14	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC MSRP: \$500.00 LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		462.5000	6,475.00
672	672	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC <			

Print Date	04/03/24
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Subtotal	362,863.06
Freight	11,200.00
Order Total	374,063.06

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Dana Safety Supply
ROUND ROCK, TX United States

Certificate Number:
2024-1147143

Date Filed:
04/16/2024

Date Acknowledged:

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

Williamson County Sheriff

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.

2024182
Police vehicle aftermarket parts and installation.

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.



6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Texas, on the 16th day of April, 2024.
(month) (year)

Scott Beal

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

Certificate Number:
2024-1148407

Date Filed:
04/17/2024

Date Acknowledged:
04/18/2024

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.

2024184
Ad Migration Planning Assessment: Buyboard 661-22

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.



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**13.****Meeting Date:** 04/30/2024

Approval of Contract Renewal #2 (FINAL) for #4001 Audit and Accounting Services with Weaver & Tidwell LLP for Auditor's Office

Submitted For: Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of contract #4001 Audit and Accounting Services contract, for the same pricing, terms and conditions outlined in the original proposal for Fiscal Year 2024 Audit.

Background

This is the second and final extension for this contract. The Williamson County Auditor's Committee has confirmed that the vendor met all the County requirements in this contract and is recommending this extension. The funding source is 01.0100.0409.004181. The department point of contact is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal #2 Form and Price Tab

1295 Form Weaver and Tidwell LLP

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 04/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/24/2024 04:16 PM

04/25/2024 08:43 AM

Started On: 04/18/2024 01:57 PM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	4001	Department:	COUNTY AUDITOR
Vendor Name:	WEAVER & TIDWELL LLP		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 (FINAL) FOR AUDIT AND ACCOUNTING SERVICES			
Type of Contract:	RFP	Start Date:	07/01/2024
Purchasing Contact:	KIM CHAPPIUS	End Date:	06/30/2025
Department Contact:	JULIE KILEY		
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 2nd and FINAL of TWO (2) one (1) year renewal option periods:			
Renewal Option Period 2(FINAL)	July 01, 2024 – June 30, 2025		
Renewal Option Period 1	July 01, 2023 – June 30, 2024		
Initial Contract Period	July 01, 2020 – June 30, 2023		
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor <u>Weaver and Tidwell, L.L.P.</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Rebecca Goldstein Darling, CPA</u>	Bill Gravell, Jr		
Title <u>Partner, Assurance Services</u>	Williamson County Judge		
Signature <u>Rebecca Darling</u>	Signature _____		
Date <u>April 5, 2024</u>	Date _____		

Cost Proposal

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

(Hours detailed on the following page.)

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

Administrative Costs

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

Estimates of Hours and FY 2020 Rates

Financial Audit, Option A (with CAFR Preparation)

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

Juvenile Service Grants

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

Community Corrections Department

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

Road District Audits (each)

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

Weaver and Tidwell, L.L.P.
Austin, TX United States

Certificate Number:
2024-1142746

Date Filed:
04/04/2024

Date Acknowledged:

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.

RFP 4001 Audit and Accounting
Audit and Accounting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mackel, John	Houston, TX United States	X	
	Rook, David	Houston, TX United States	X	
	Darling, Rebecca	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rebecca Goldstein Darling, CPA, and my date of birth is .

My address is 1601 South MoPac Expressway, Suite D250 Austin, Texas, 78746, USA.
(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 Texas, on the 5th day of April, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Weaver and Tidwell, L.L.P.
Austin, TX United States

Certificate Number:
2024-1142746

Date Filed:
04/04/2024

Date Acknowledged:
04/18/2024

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.

RFP 4001 Audit and Accounting
Audit and Accounting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mackel, John	Houston, TX United States	X	
	Rook, David	Houston, TX United States	X	
	Darling, Rebecca	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**14.****Meeting Date:** 04/30/2024

Approval of Purchase of Active Directory Migration Planning Assessment for Information Services

Submitted For: Joy Simonton**Submitted By:** Barbi Hageman, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving purchase #2024184 between Williamson County and Presidio for Active Directory Migration Planning Assessment, in the amount of \$64,750.00 pursuant to Buyboard cooperative contract #661-22.

Background

Approval of this item will support the operations of the Williamson County Information Systems and the Active Directory Migration Planning Assessment. Active Directory is a database and set of services that connects users with the network resources they need to get their work done. Migration planning is needed to address legacy infrastructure. Funding Source is 01.0100.0503.004100 for FY24. Department contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Statement of Work

Presidio Quote

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 04/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/25/2024 08:56 AM

04/25/2024 09:34 AM

Started On: 04/17/2024 09:41 AM

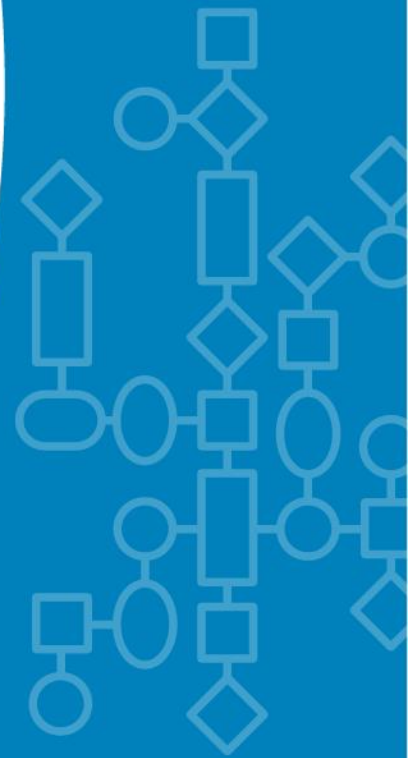


AD Migration Planning Assessment

STATEMENT OF WORK

WILLIAMSON COUNTY

11- April-2024



PROPOSAL TEAM

Name	Company/Function	Phone	Email
Daniel Guzman	Presidio Account Manager	512.795.7146	dguzman@presidio.com
Trevor Langston	Presidio Solution Architect	469.549.3866	tlangston@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
V1.0	05-Feb-2024	Trevor Langston	First Client Release
V1.1	04-April-2024	Trevor Langston	Content Updated

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Other product and company names mentioned herein may be the trademarks of their respective owners.

The scope and pricing are valid for 60 days unless otherwise noted.

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group LLC ("Presidio") is pleased to propose the following solution to Williamson County ("Client"). This Statement of Work ("SOW") defines the tasks to be performed and the responsibilities of Presidio and Client.

1.2. Solution and Approach Overview

Presidio has been asked to plan out an Active Directory Migration in order to deprecate a domain built on top of legacy infrastructure and outdated practices.

The Presidio team will review the current infrastructure services such as Active Directory along with listing out core AD services. The Presidio team will map users and workstations and build a plan for the transition. The Presidio team will work with the Williamson County team to map out an application matrix that includes all core and extended company lines of business applications for this transition as well. Williamson County will assist Presidio by precipitating in the workshop's setup by Presidio with technology and or business owners. The output of this discovery PROPOSAL will include assessing the current Williamson County environment and the overall migration solution for the identities, devices, applications, and supporting technologies. Following the assessment, Presidio will provide a recommendation for the Active Directory (GPOs, OUs, etc.), migration tools (Quest, ADMT, USMT, etc.), and Azure AD Connect to accelerate the migration. Once the Discovery phase is complete and all the data has been collected. The Presidio team will provide a Migration Plan to Williamson County to review. Once the Plan has been reviewed by Williamson County, the Presidio team will provide the Williamson County team with an execution phase SOW. If approved, the Presidio team will take the lead and work with Williamson County to Execute the migration plan.

1.3. High Level Environment Details

- Single Source User Domain for the Wilco users and resources.
- Potential Resource mapping and allocation for cloud resources.
- Single Messaging environment with users in O365 already.
- ~2000 Employees that are to be migrated.
- ~200 Production servers.
- Current AD level is 2016 Forest Functional Level
- SCCM Version 2207 is the production Patch Management tool

1.4. Locations

Work will be done for the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City, State ZIP	On-Site/Remote Services
Primary	301 SE Inner Loop Suite 106	Georgetown TX 78626	Remote

2. SCOPE OF WORK

2.1. Project Scope

The Presidio team will provide a Senior Microsoft Engineer to assist with high-level planning activities. This Proposal consists of the Discovery & Planning Phase to migrate Wilco's Active Directory to the net new Williamson County domain. Specifically, Presidio will produce comprehensive 'Transition/Migration Plan' for the specified Wilco.org production domain. The scope of this engagement for Williamson County will concentrate on these specific elements:

- Providing Williamson County with project management, overall administration, and resource responsibility.
- Conduct Workshop for Discovery and Planning sessions
- Provide a Functional Design Document "FDD" for the new domain
- Document the Migration Plan
- **Provide a Project Plan with an estimated timeline for the Migration effort**
- **Provide a Statement of Work to perform the Migration to the new domain**

2.2. Phase 1 Discovery

2.2.1. Application Discovery

The team will work with Williamson County to schedule workshops. Each workshop will need to include a business stakeholder and or application owner. If an application owner cannot be found, one will be assigned as part of this project. Once the list of applications has been identified, the Presidio team will work with the Williamson County team to identify application dependencies and network resources needed to run the application, along with any security and network resources required to maintain the application.

- **Define Core or Tier 1 Applications "up to 20 Applications for the migration"**
 - **Identify up to twenty tier 1 applications that support the business**
 - **Validate permissions per application**
 - **Define users and user roles per application**
 - **Review Infrastructure dependency for each tier 1 application**
 - **Map any system dependencies for each tier 1 application**
- **Williamson County will be tasked to report on the remaining Applications they support**
 - **The Wilco team can leverage the Presidio data collection matrix once finished to map the remaining supported applications**
 - This step is required to validate if any applications will conflict.
 - The team will also perform a discovery of servers and applications running on the servers in the Williamson County domain.
 - The team will provide a high-level document with the data collected.
- **Data and Access Requirements.**
 - **Validate and or identify any MFA or MFA-required systems or applications**
 - **Data** – Presidio will require an understanding of current data structures, where data is housed, how data is accessed, and what security infrastructure (Permissions, Third Party Tools, etc.) are placed upon those data elements.
 - **Access** – Presidio will require access to Williamson County (and associated companies) infrastructure (AD, File, Print, SQL, etc.) to determine the above data information. This can either be done directly or by proxy via a Williamson County individual. If done by proxy due to security requirements, then additional resources will be required on the customer's side.
 - The Presidio team is well-versed in working with customers to collect this data for an AD migration. This will require interaction from the business to collect the data required for the migration.
- **Resource Requirements**
 - **Transition Plan.**

- Document future state and implementation plan options and recommendations.
- Review all discovered back-office and line-of-business applications and document business criticality and business function, application environments, and requirements for transitioning applications from source to target domain.
- Tier One applications need to be identified first for this migration planning exercise.
- Application discovery will roughly consume 1 to 4 hours per application for migration strategy.
- Depending on business criticality and risk mitigation requirements, some applications will take longer, while others will take less time to build a process for migration. The time required per application is an estimate.
- This project is T&M, so if other phases take less time to complete, the remaining hours from the other phases can be applied to application discovery.
- If additional applications are identified, a Project Change Request "PCR" will be submitted for additional hours for the application discovery phase.

2.2.2. Active Directory Core Services Wilco.org

The Presidio team will map out Core AD infrastructure dependencies. These services include but not restricted to DHCP, DNS File and Print. We will identify any need for multi-datacenter support of core services. The team will need to document file servers and file server requirements to migrate to the new domain. The Presidio team will identify Backup requirements as defined by the business.

- Discovery of business and technical requirements for all of the following: File, Print, DNS, DHCP, Certificate Services, System Management (Imaging, Application Pushing, Patching, Williamson County and Server Management), Radius, DirectAccess VPN, ADFS, AADConnect, GPO's and System Center.
- **Review the current OU structure and map or align to the target preferred OU structure.**
- **Review GPOs and identify if they will be migrated, updated, or left behind prior to the migration.**
- Back Office (specific to Active Directory User identities and Email only).
- Provide Active Directory (AD) and Email domain expertise to define, plan, and develop an architecture and transition plan aligned to Williamson County requirements.
- Discovery of current Active Directory environment and future requirements.
- Discovery of current application landscape and tie-ins to Active Directory (business applications, IT applications, call centers, etc.).
- Discovery of current and future state of HR onboarding / offboarding process.
- Discovery of File, Print, and SQL data to come over in the transition.
- Discovery of any other required directory object mapping activities.
- Discovery of servers and the Wilco devices that will be migrated.
- Discovery of the current and future state network topology.
- Discovery of required access to the previous organization's directory or any other business partners.
- Discovery of the Wilco devices and user profile data.
 - **Identify Shared accounts**
- Discovery of overlapping data between organizations (IE same users, groups, etc.).
- Assessment of day one required directory security and policies.

- Assessment of the Williamson County views of Active Directory management and segmentation of duties between business units.
- Identify any 3rd party Authentication mechanisms.
- Assessment of best-fit migration tool (if required).
- Desktop Migration strategy.
- Other Microsoft Core Infrastructure Planning.

2.2.3. Workstation and or Workstation Virtualization Discovery

- Presidio will provide a Citrix or VDI and or Workstation expertise to define, plan, and develop an architecture and transition plan aligned to Williamson County requirements.
- Assessment of the current VDI environment.
- Discovery of current profile management service (IE: Microsoft UEV).
- Discovery of profile data and information stored.
- Discovery of Citrix ADC and Storefront services.
- Assessment of migration strategy and tooling around moving user profile data from one Citrix environment to another.
- Design of new VDI environment and necessary profile management.
- Documentation of migration strategy of persistent VDI profiles.

2.3. Phase 2 – Migration Planning

The engineers will be responsible for the migration planning and engineering components within the Systems Engineering and Planning Phase and will work closely with Williamson County technical personnel to ensure the design, configurations, equipment specifications, and methodology are accurate and in line with the overall project goals. The team will construct the Transition Plan and will consider and make recommendations to ensure that the specifics of this project are in line with the greater system-wide architecture and technology goals of Williamson County.

Common Tasks

In preparation for the migration to the new AD, Presidio will:

- Conduct Workshop Planning sessions.
- Conduct Engineering Design Sessions.
- Update Wilco so that it is secure and modern, including:
 - Best practices around AD and GPO management.
 - High Availability where applicable.
 - Security Best Practices.
 - PKI.
 - DNS/DHCP.
- Documentation of Migration Plan.
- Review license requirements for Quest ODM.

Presidio will leverage Quest On Demand Migration Tool for Active Directory to facilitate the directory migration.

Analyze all data and establish a transformation program with defined workstreams to deliver the desired business outcomes.

- Migration Plan will include a high-level project plan, estimated timelines, and estimated cost for the execution phase.
- The Migration Plan will also include a recommended Security & Governance for the new AD Environment
- Review and map Core AD services. OU structure, OU's, Security Groups, Naming Conventions, DHCP, DNS, File, Print GPO's.

2.4. Training and Knowledge Transfer

Knowledge Transfer provided during the course of the engagement are informal sessions and consist of our engineers sharing their knowledge as they work through various tasks related to the project, and at the time the tasks are performed. The conduct of these sessions will be in a manner that does not slow down the pace of work or distract the engineers. These are not dedicated Knowledge Transfer sessions.

2.5. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
Migration Plan	PDF
Functional Design Document "FDD"	PDF
All Environmental Discovery Artifacts	ANY
Project Plan	PDF

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five business days, the Presidio Project Team will make the agreed upon revisions and will, within five business days, re-submit the updated version to Client.
- At that time Client has five business days to review and request changes for the final document. If no written response is received from Client within five business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

2.6. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Remote kickoff meeting

- Planning and design session facilitation
- Deliverable/milestone tracking (High-Level Plan)
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required
- Regularly scheduled status meetings
- Agenda, meeting minutes, and risk/issue/action item tracking
- Scope/budget Management
- Project closeout

2.7. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skillsets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to Client and utilizes the appropriate resource for the task required.

2.7.1. Presidio Engineering Resources

- **Practice Manager(s)** – the technical manager and regional team lead of the field consulting team. The Practice Manager provides resource and technical oversight assistance to the Project Manager and ensures availability of technical resources and escalation paths for field consultants.
- **Architect/Senior Engineer(s)** – the technical escalation points for Engineer(s) and Project Oversight teams. An Architect or Senior Engineer is a subject matter expert within a certain technology or field. This senior-level resource will be the principal technical resource for the engagement and will have ownership of the final deliverables.
- **Engineer(s)** – one or more individuals assigned to complete technical project tasks. Assignment of these resources depends upon the skillset of the task(s) and the timeline(s) within which the task(s) must be completed. These individuals report directly to the Project Manager for task assignment updates and to the Practice Manager or Architect/Senior Engineer for technical escalation needs.

The following Presidio resources will be engaged on this project:

- Senior Microsoft Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

2.7.2. Client Resources

Throughout the project, Client resources may be required for completion of specific tasks, providing key information or data, oversight, review, and approvals. The responsibilities of Client are outlined in this document.

The following Client resources will be engaged on this project:

- Project Stakeholder
- Application Owners
- Systems Engineer or Systems Administrator
- Security Administrator
- Network Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

2.8. Project Change Request Process

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule, or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope including, but not limited to, the following will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW, or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Changes required to existing infrastructure components, not called out in this Statement of Work, including patching and/or reconfiguration.
- Remedial work for the resolution of issues that existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).
- Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made “after” releasing the system or “after” a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If 24-hour notice is not provided, charges may be applied.

3. ASSUMPTIONS AND RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation to which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. The client will provide an independent VPN or Remote Desktop. Utilizing Microsoft Teams, WebEx, GoToMeeting, or other similar screen-sharing technology, as opposed to independent access, is out of scope. If there is no other option, Presidio will issue a Change Order to add additional funds to the project to accommodate the increase in time and effort.
2. Client has read and agrees with all items contained or omitted within this Statement of Work.
3. This SOW supersedes any previous scope discussion or agreement including “Vision Deck” PowerPoint proposals, emails, or verbal communications.

4. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.
5. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
6. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
7. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies.
8. Presidio may engage subcontractors and third parties in performing a portion of this work.
9. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
10. Some activities included in this project may be performed on Presidio's premises.
11. Not all features or functions of the installed system are included in the scope of this engagement.
12. Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
13. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all user names, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
14. Time and Materials engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
15. Hours for Time and Materials services are best effort estimates and may require additional hours in order to satisfy the request.
16. For Time and Materials services, it is Client's responsibility to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
17. Time and Materials Services will be invoiced monthly and will be based on actual hours incurred.
18. For hourly service, a 4-hour daily minimum applies for remote services. An 8-hour daily minimum applies for on-site services.

3.2. Client Responsibilities

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
2. Participate in any required design sessions or workshops.
3. Provide or procure all appropriate hardware, software, licensing, and media required for implementation of the SOW.
4. Supply current equipment configuration for review if applicable.
5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
7. Dispose of all retired equipment as part of this project.
8. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
9. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
10. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
11. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.), as well as electrical and spatial needs and required antivirus software.
12. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
13. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
14. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
16. Provide direct remote VPN access for discovery, configuration, and troubleshooting during the duration of the project.
17. Provide requested documentation or information needed for the project within two business days, unless otherwise agreed to by all parties.
18. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
19. Ensure all Category 5 (Cat 5) (or higher) and fiber cable infrastructure is in place and tested for all sites.
20. Provide patch cables and complete necessary fiber or Cat 5 cable terminations to patch panels for new switching and routing infrastructure.

4. PRICING

Services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Senior Software Engineer	200.00	\$275.00	0.00	\$412.50
Project Manager	50.00	\$195.00	0.00	\$292.50
			Total	\$64,750.00

Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work.

If, in Presidio's reasonable discretion, completion of one or more of a project's milestones are subject to a material delay due to factors outside of Presidio's control, Presidio may invoice Client a prorated amount for work performed which reflects Presidio's current progress toward completing the milestone(s) at the time of any such delay.

Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

4.1. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

5. TERMS AND CONDITIONS

The following terms and conditions shall govern this Statement of Work (SOW) unless a valid Master Services & Product Agreement between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this SOW.

1. **Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by Williamson County "Client" in connection with this SOW shall be deemed subject to these Additional Terms and this SOW. Unsigned, electronically submitted purchase orders shall be deemed to include Client's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, Client agrees that its signature below grants Presidio the right to invoice Client and authorizes payment to Presidio for the amounts owed. Further, Client represents that Presidio can rely on such Client signature for payment.

Presidio shall invoice Client for the Services in accordance with the terms stated in the SOW. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that Client pays using a credit card or debit card.

Client shall make payment to Presidio within 30 days from the date of invoice. Except for taxes due on Presidio's net income, Client shall pay all taxes. Presidio reserves the right to bill Client for additional work requested by Client and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this SOW.

Unless otherwise indicated in this SOW, Client agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this SOW, Projects shall be deemed accepted upon the earlier of Presidio's receipt of a signed Milestone Completion and Acceptance document which has been signed and dated by an authorized representative of Client, or 10 calendar days from the date of the delivery of the milestone deliverable. If acceptance is refused, Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the Ten (10) calendar day period. Presidio shall address the issue before subsequent work is undertaken.

Limitations of Warranties. PRESIDIO WARRANTS THAT SERVICES SHALL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. WITH RESPECT TO SERVICES PERFORMED BY PRESIDIO, PRESIDIO WARRANTS TO CLIENT, THAT THE SERVICES RENDERED SHALL BE PERFORMED IN A SKILLFUL AND PROFESSIONAL MANNER COMMENSURATE WITH THE REQUIREMENTS OF THIS EFFORT. CLIENT SHALL NOTIFY PRESIDIO IN WRITING WITHIN 30 DAYS AFTER COMPLETION OF THE SERVICES IN QUESTION WHEN ANY OF THE SERVICES FAIL TO CONFORM TO THE STANDARD OF CARE SET FORTH IN THIS AGREEMENT. THE PASSAGE OF THE 30-DAY PERIOD AFTER COMPLETION OF THE SERVICES WITHOUT THE NOTIFICATION DESCRIBED HEREIN SHALL CONSTITUTE CLIENT'S FINAL ACCEPTANCE OF THE SERVICES. TROUBLESHOOTING AND RECONFIGURATION DUE TO CHANGES TO THE CONFIGURATION BY CLIENT AFTER DELIVERY WILL REQUIRE THE PREPARATION OF A BILLABLE CHANGE ORDER AND PRESIDIO WILL USE ITS BEST EFFORTS TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE REQUIRED THEREAFTER ON A TIME AND MATERIALS BASIS AS SOON AS RESOURCES ARE REASONABLY AVAILABLE. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. **Intellectual Property.** Client acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to Client as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for Client's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. Client shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
3. **Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "Client"

lists or other "Client" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this SOW. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information, but with no less than a reasonable degree of care.

4. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (i) any third-party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
5. **Non-Solicitation Provision.** During the term of this SOW and for twelve (12) months thereafter, Client will not solicit for a permanent or other position any employee or subcontractor of Presidio to whom Client was introduced through its relationship with Presidio. Should Client solicit and/or hire an employee or contractor from Presidio, Client shall pay to Presidio an administrative fee equal to 1 year's salary of the employee's new salary at Client.
6. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
7. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this SOW through consultation and negotiation in good faith and a spirit of mutual cooperation. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.
8. **Miscellaneous.** This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this SOW shall be incorporated. This SOW shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by Client, fees for such additional Services will be negotiated with Client prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional SOW as appropriate. PRESIDIO will invoice Client for any additional work performed and expenses incurred which are not described in this SOW. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. **Severability.** The provisions of this SOW are severable. If any provision of this SOW or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this SOW to other persons or circumstances shall not be affected.

6. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of 60 days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

Presidio

Signature

Date

Printed Name & Title

QUOTE:

DATE: 04/10/2024
PAGE: 1 of 1

TO: Williamson County
301 SE Inner Loop Suite 106
Georgetown, TX 78626

FROM: Presidio Networked Solutions Group, LLC
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

Customer#: WILLI035
Account Manager:
Inside Sales Rep:
Title: AD Migration Planning Assessment

Contract Vehicle: BuyBoard Technology Equipment, Products, Services and Software 661-22

#	Part #	Description	Unit Price	Qty	Ext Price
1	PS-SVC-MSFT-TM	Time and Material pricing for Microsoft Professional Services. Task: Project Manager	\$195.00	50.0000	\$9,750.00
2	PS-SVC-MSFT-TM	Time and Material pricing for Microsoft Professional Services. Task: Software Eng - Sr.	\$275.00	200.0000	\$55,000.00

Sub Total:	\$64,750.00
Grand Total:	\$64,750.00

THIS QUOTE IS GOVERNED BY THE TERMS AND CONDITIONS OF BUYBOARD CONTRACT 661-22

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
CONTRACT BUYBOARD 661-22.

Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

No signed quote. PO required.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

Certificate Number:
2024-1148407

Date Filed:
04/17/2024

Date Acknowledged:

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.

2024184
Ad Migration Planning Assessment: Buyboard 661-22

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.



6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, USA.
(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 Texas, on the 17 day of April, 2024.
(month) (year)

Daniel Guzman

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

Certificate Number:
2024-1148407

Date Filed:
04/17/2024

Date Acknowledged:
04/18/2024

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.

2024184
Ad Migration Planning Assessment: Buyboard 661-22

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.



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**15.****Meeting Date:** 04/30/2024

Approval of Purchase for Annual Maintenance for the Williamson County Telephone System with Presidio Networked Solutions, LLC for Information Systems

Submitted For: Joy Simonton**Submitted By:** Barbi Hageman, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the annual purchase #2024187 between Williamson County and Presidio Networked Solutions Group, LLC for the total amount of \$103,930.20, pursuant to the Texas DIR-TSO 4167 contract, and authorizing the execution of the purchase.

Background

The approval of this purchase will benefit Williamson County with annual maintenance for the telephone system and offers a savings of \$20,477.53 with the 5-year plan/annual payment option. Attached is the quote to support the savings. Funding Source is 01.0100.0503.004500 as per FY24 budget. The department point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Presidio Quote
Form 1295

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 04/25/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/24/2024 03:51 PM
04/25/2024 08:45 AM
Started On: 04/22/2024 01:30 PM

QUOTE:

DATE: 03/06/2024
PAGE: 1 of 3

TO: Williamson County
Thomas Gillespie
301 SE Inner Loop Suite 106
Georgetown, TX 78626

thomas.gillespie@wilco.org
(p) 512-943-1108
(f) (512) 943-1672

FROM: Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

Customer#: WILLI035
Account Manager: [REDACTED]
Inside Sales Rep: [REDACTED]
Title: Williamson County UC Renewal-Sub258713

Contract Vehicle: Texas DIR-TSO-4167 Cisco

Note: 60 month contract with annual payments.
Total 5 Year Cost \$519,651.00

#	Part #	Description	Unit Price	Qty	Ext Price
A-FLEX-3		Remaining Term: 60 months Auto-Renewal Term: Do Not Renew	Billing Model: Annual Requested Start Date: 05/07/2024	Subscription ID: Sub258713	
1	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	1	\$0.00
Recurring Charges					
2	A-FLEX-P-DEV	Telepresence Room Smart License (1)	\$0.00	15 Users for 12 months	\$0.00
3	A-FLEX-AUM	AU Meetings (1)	\$13.53	145 Users for 12 months	\$23,542.20.00
4	A-FLEX-SRST-E	SRST Endpoints (1)	\$0.00	2900 Users for 12 months	\$0.00
5	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	\$0.00	725 Users for 12 months	\$0.00
6	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	1595 Each for 12 months	\$0.00
7	A-AUD-VOIP	Included VoIP (1)	\$0.00	1 Each for 12 months	\$0.00
8	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	\$0.00	145 Users for 12 months	\$0.00
9	A-SW-EXPWY-14X-K9	Expressway Version 14.2.5 Restricted Software	\$0.00	1 Each for 12 months	\$0.00
10	A-FLEX-P-ACC	Access Smart License (1)	\$0.00	290 Users for 12 months	\$0.00
11	A-FLEX-SW-14-K9	On-Premises SW Bundle v14 (1)	\$0.00	1 Users for 12 months	\$0.00
12	A-FLEX-SME-S	Session Manager (1)	\$0.00	1 Users for 12 months	\$0.00
13	A-FLEX-P-EA	On-Premises Smart License - EA (1)	\$0.00	1740 Users for 12 months	\$0.00
14	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	\$0.00	1 Users for 12 months	\$0.00
15	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	\$0.00	145 Each for 12 months	\$0.00
16	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	3190 Users for 12 months	\$0.00

17	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	1740 Users for 12 months	\$0.00
18	A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	\$0.00	290 for 12 months	\$0.00
19	A-FLEX-FILESTG-ENT	File Storage Entitlement		4800 Users for 12 months	\$0.00
20	A-FLEX-P-CA	Common Area Smart License (1)	\$0.00	725 Users for 12 months	\$0.00
21	A-FLEX-P-UCXN	Unity Connection Smart License (1)	\$0.00	1740 Users for 12 months	\$0.00
22	A-FLEX-MSUITE-ENT	Cloud Meetings Entitlement	\$0.00	1450 Users for 12 months	\$0.00
23	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	1740 Users for 12 months	\$0.00
24	A-FLEX-P-ER	Emergency Responder Smart License (1)	\$0.00	4350 Users for 12 months	\$0.00
25	A-FLEX-EAPL	EntW On-Premises Calling	\$4.62	1450 Each for 12 months	\$80,388.00
Recurring Annual Charges:					\$103,930.20
Total 5 Year Cost:					\$519,651.00
Usage Charges					
26	A-ASSIST-PRM-SM	Premium Assist for Small Events	\$1,864.29	Per	\$0.00
27	A-ASSIST-TMA-MED	Technical Monitoring Assist for Medium Events	\$1,092.86	Per	\$0.00
28	A-ASSIST-STD-SM	Standard Event Assist for Small Events	\$835.71	Per	\$0.00
29	A-ASSIST-PP-SM	Premium Plus Assist for Small Events	\$2,571.43	Per	\$0.00
30	A-ASSIST-ADD-SM	AddOn Assist Support for Small Events	\$417.86	Per	\$0.00
31	A-ASSIST-PP-MED	Premium Plus Assist for Medium Events	\$2,957.14	Per	\$0.00
32	A-ASSIST-PRM-MED	Premium Assist for Medium Events	\$1,992.86	Per	\$0.00
33	A-ASSIST-ADD-MD	AddOn Support Assist for Medium Events	\$450.00	Per	\$0.00
34	A-ASSIST-TMA-LG	Technical Monitoring Assist for Large Events	\$1,343.57	Per	\$0.00
35	A-ASSIST-ADD-LG	AddOn Support Assist for Large Events	\$514.29	Per	\$0.00
36	A-ASSIST-TMA-SM	Technical Monitoring Assist for Small Events	\$964.29	Per	\$0.00
37	A-ASSIST-PP-LG	Premium Plus Assist for Large Events	\$4,500.00	Per	\$0.00
38	A-ASSIST-CXL	Cancellation for Events Assist	\$117.00	Per	\$0.00
Total Usage Charges:					Billed As Incurred
Total:					\$103,930.20
			Annual Price:	\$103,930.20	
			Grand Total:	\$103,930.20	

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

Certificate Number:
2024-1150460

Date Filed:
04/22/2024

Date Acknowledged:

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.

2024187
Presidio Q-2003224403169-01; FY25 Yr 1 of 5 Flex Plan

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.



6 UNSWORN DECLARATION

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

My address is _____, _____, TX, 78735, USA.
(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 Texas, on the 22 day of April, 2024.
(month) (year)

Daniel Guzman

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

Certificate Number:
2024-1150460

Date Filed:
04/22/2024

Date Acknowledged:
04/23/2024

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.

2024187
Presidio Q-2003224403169-01; FY25 Yr 1 of 5 Flex Plan

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.



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**16.****Meeting Date:** 04/30/2024

Approval of the Contract for Construction with Aggieland Construction, LLC relating to the JP2 Courtroom Security 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 Contract for Construction, #2024186, with Aggieland Construction, LLC, for the JP2 Courtroom Security for Facilities Management in the amount of \$29,000.00, pursuant to Cooperative Contract – Choice Partners - Contract Number 21/039MR-01, and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and Aggieland Construction, LLC, relates to the JP2 Courtroom Security, at 350 Discovery Dr. Cedar Park, TX. Detailed Scope of Work is attached. Funding Source is 01.0100.1065.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Contract for Construction

Form 1295 - Aggieland Construction, LLC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacian Williams

Final Approval Date: 04/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/24/2024 04:22 PM

04/25/2024 08:44 AM

Started On: 04/18/2024 04:25 PM



CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Choice Partners - Contract Number 21/039MR-01)

PROJECT: **JP2 Courtroom Security** ("Project")

GENERAL CONTRACTOR: **Aggieland Construction, LLC.** ("GC")
Britt Jones, CEO
PO Box 271
Wellborn, TX 77881

**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 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.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **JP 2 Courtroom Security** (hereinafter called the "Project"). 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 Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work").

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 therein, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2

This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3

The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.

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

2.3 General Conditions.

2.3.1

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

2.3.2

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

2.3.3

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

ARTICLE 3 CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Twenty (120) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

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

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars (\$750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

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

3.2.3

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

ARTICLE 4 THE CONTRACT SUM

4.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Twenty-Nine Thousand Dollars (\$29,000.)**.

4.2 Contract Payments.

Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

4.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **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 **One Thousand Dollars (\$1000)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

4.3.1

Owner's Contingency is controlled solely by County.

4.3.2

Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

4.3.3

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.

4.3.4

For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Section 6.1** above, plus the Owner's Contingency (set out in **Section 4.3** above), shall serve as the original Contract price.

4.4 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:

4.4.1

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.

4.4.2

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 5 GC REPRESENTATIONS

5.1

In order to induce County to enter into this Contract, GC makes the following representations:

5.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/ Proposal Documents.

5.1.2

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.

5.1.3

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.

5.1.4

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.

5.1.5

Based on the information and observations referred to in **Paragraph 5.1.4** 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.

5.1.6

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.

5.1.7

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.

5.1.8

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.2 Insurance and Bonds.

For all phases of the Project, GC and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

5.3

Upon execution of this Contract, GC shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

5.4

Prior to final payment, GC shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

5.5

GC shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of GC. Prior to commencing any Work under this Contract, GC shall provide evidence of the following insurance coverages:

5.5.1

Prior to commencing any construction work, GC shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/ Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

5.5.2

GC shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

5.6

GC shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If GC fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from GC.

5.7

County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as GC.

5.8

County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by GC failing to purchase and maintain the insurance required by this Contract shall be paid by GC.

5.9

The cost of premiums for any additional insurance coverage desired by GC in excess of that required by this Contract or the Contract Documents shall be borne solely by GC out of its fees and not included as a Direct Construction Cost.

ARTICLE 6 COUNTY'S RESPONSIBILITIES

6.1 Information and Services Required of County.

6.1.1

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

6.1.2

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

6.2 Legal Requirements.

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

6.3 County's Designated Representative.

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

6.4 Architect/ Engineer.

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

ARTICLE 7 PROJECT TEAM

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

**Williamson County Parks 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:

**Aggieland Construction, LLC.
Britt Jones, CEO
PO Box 271
Wellborn, TX 77881**

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.

GC's designated project execution team is as follows:

Project Manager:	Kyle Maas
Project Superintendent:	Mitch Isbell

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Amended Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 8 NOTICE

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

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

With copy to: Williamson County Parks Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

GC: Aggieland Construction, LLC
PO Box 271
Wellborn, TX 77881

Attention: Britt Jones
CEO

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 9 DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

9.2 Suspension.

The Work may be suspended by County as provided in **UGC 14.3**. In such case, the Contract Time shall be increased as provided in **UGC 14.3.2**.

9.3 Termination.

Subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

9.3.1

If County terminates this Contract, the amount payable to GC pursuant to **UGC 14.2 and 14.4**.

9.3.2

If GC terminates this Contract, the amount payable to GC under **UGC 14.1.3**.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.

Terms in this Contract shall have the same meaning as those in the UGCs.

10.2 No Waiver of Immunity.

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

10.3 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.

10.4 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.

10.5 Other Provisions.

10.5.1

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 11 SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1

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.

11.2

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **21/039MR-01**; and

5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3

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. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **21/039MR-01**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 12 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:
Aggieland Construction, LLC.

By: *Britt Jones*
Signature

Britt Jones
Printed Name

CEO
Title

Date Signed: 4-19-2024

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A
DRAWINGS, PLANS AND SPECIFICATIONS
JP 2 Courtroom Security – Scope of Work

Attach documents below:

EXHIBIT A
DRAWINGS, PLANS AND SPECIFICATIONS

JP 2 Courtroom Security – Scope of Work

Existing Conditions

- Remove base and trim only on judges' side of millwork.

Openings

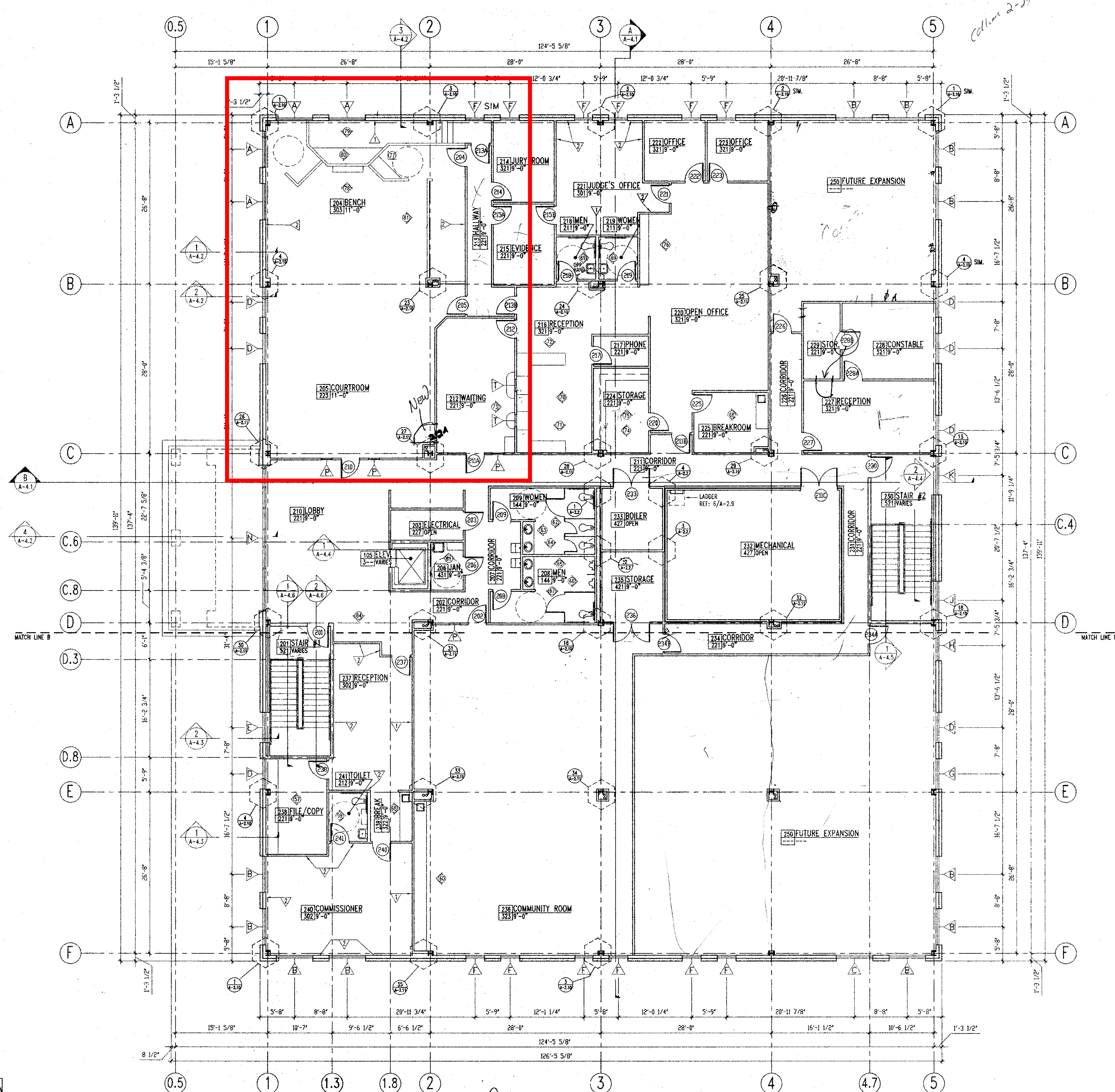
- Provide and install security window film on 2 courtroom entry doors per specs provided by Williamson County.
- Window film to be 8mil minimum.
- Black perimeter sealant per manufactures recommendations

Finishes

- Tape, float, and paint new GWB.
- Includes 2 coats of Sherwin Williams paint, color provided by owner.
- Provide and install new ½ GWB over new ballistic panels in courtroom.
- Reuse and install existing base on new drywall.
- Fur out existing millwork at judges booth with 2" metal studs to receive new ballistic panels.

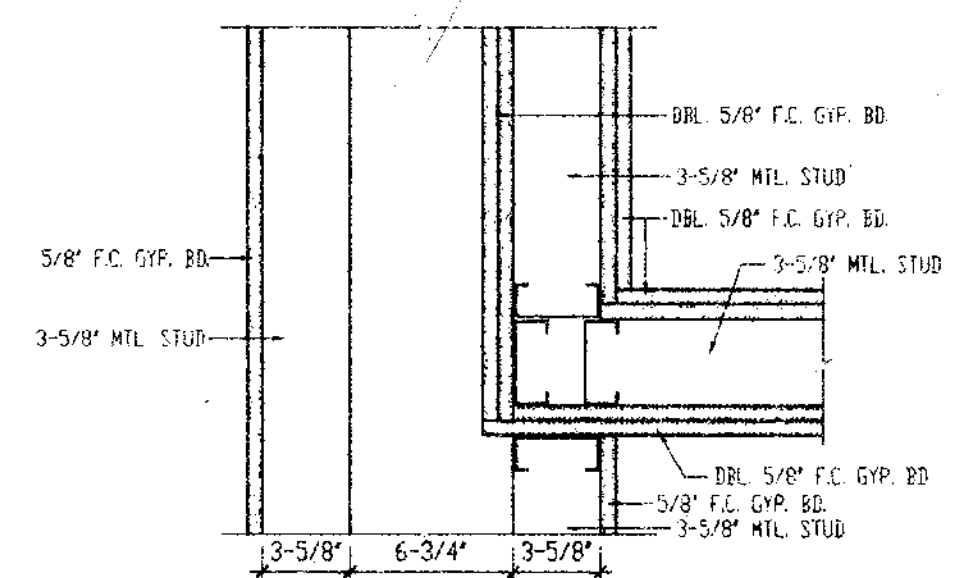
Furnishings

- Provide and install Armorcore UL 752 – Protection Level 3 ballistic fiberglass panels in courtroom on the new 2" metal studs behind existing millwork at judges booth only.
- Armorcore Ballistic panels to be provided at tellers window on existing metal studs.
- Panels are to be installed according to the manufacturer's instructions.
- Provide and install necessary trim and 4" batter strips per manufacturer's instructions.

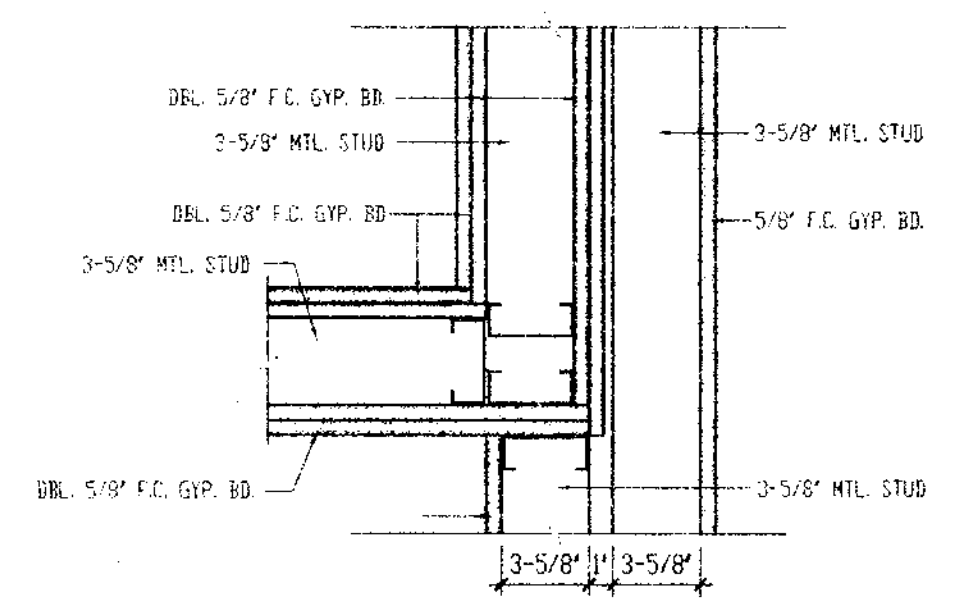


SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

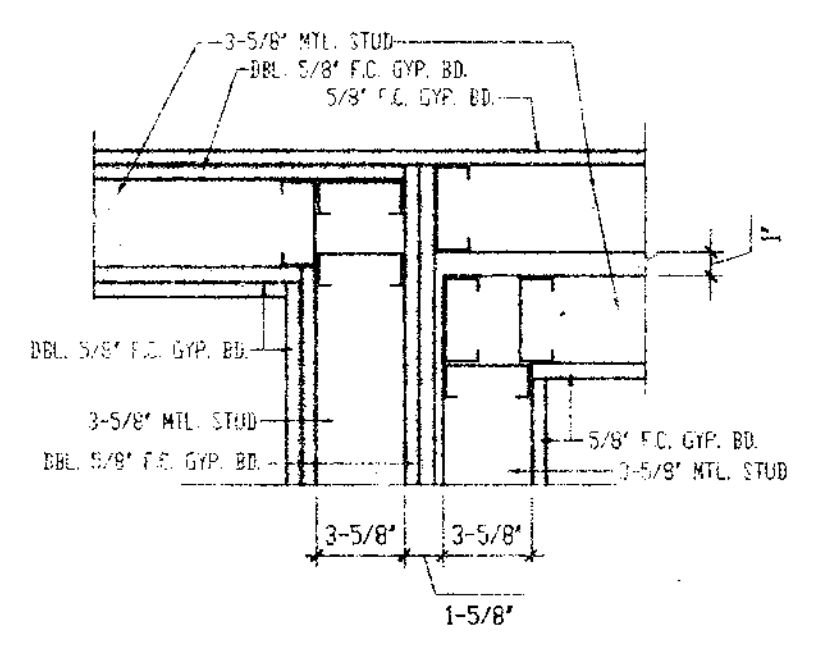
1 2 HR. WALL DETAIL
SCALE: 3" = 1'-0"



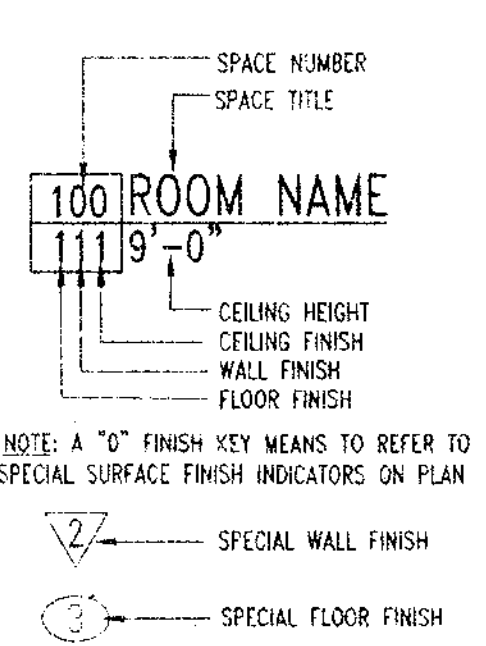
2 2 HR. WALL DETAIL
SCALE: 3" = 1'-0"



3 2 HR. WALL DETAIL
SCALE: 3" = 1'-0"

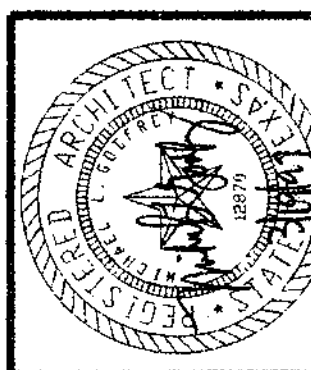


4 2 HR. WALL DETAIL
SCALE: 3" = 1'-0"

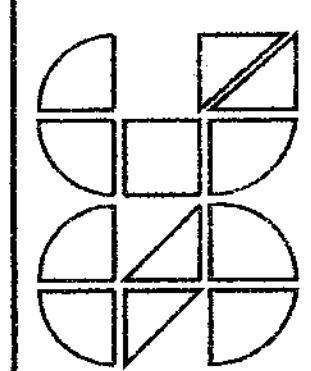


- FINISH KEYS**
- FLOORS**
1. CERAMIC TILE/CERAMIC TILE BASE
 2. VINYL COMPOSITION TILE, W/4" RUBBER BASE
 3. CARPET, W/4" RUBBER BASE
 4. SEALED CONCRETE W/4" RUBBER BASE
 5. VINYL COMPOSITION TILE, RUBBER STAIR TREADS AND NOSINGS
- WALLS**
1. VINYL WALLCOVERING
 2. GYPSUM BOARD, TAPE, FLOAT, TEXTURE, PAINT
 3. POP PANELS
 4. CERAMIC TILE TO 6'-0" A.F.F., VINYL WALLCOVERING ABOVE
- CEILINGS**
1. 2 X 4 SUSPENDED ACOUSTICAL CEILING, TYPE I
 2. 2 X 4 SUSPENDED ACOUSTICAL CEILING, TYPE II
 3. 2 X 2 SUSPENDED ACOUSTICAL CEILING, TYPE III
 4. 2 X 4 SUSPENDED ACOUSTICAL CEILING, TYPE IV
 5. EPS SOFFIT
 6. GYPSUM BOARD, TAPE, FLOAT, TEXTURE, PAINT
 7. OPEN TO STRUCTURE

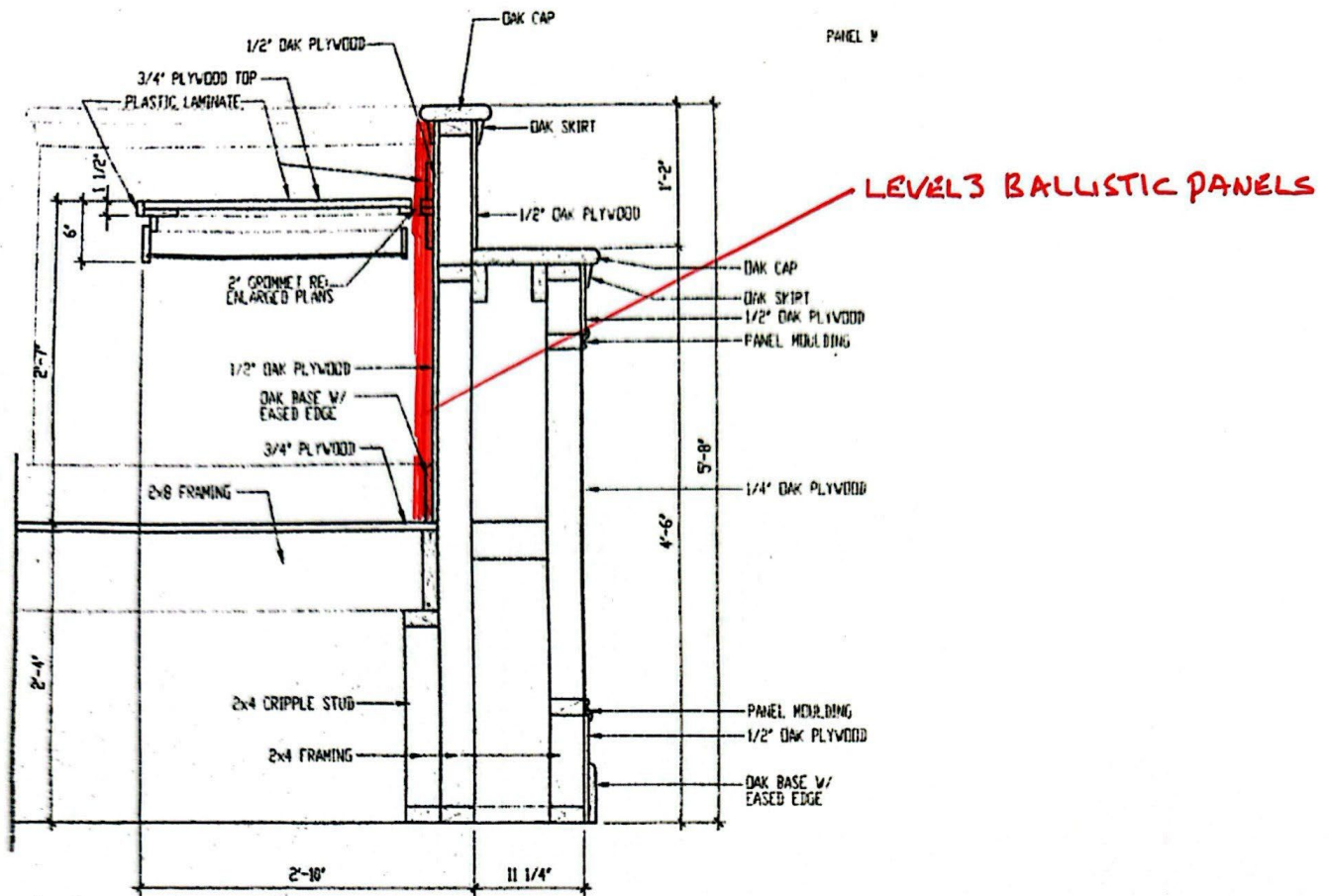
WILLIAMSON COUNTY
PRECINCT 2 ANNEX
380 DISCOVERY BOULEVARD
CEDAR PARK, TEXAS



SPENCER
GODFREY
ARCHITECTS
1006 S. MAYS SUITE 120
Round Rock, Texas 78664-1006



SHEET
A-2.2



25 JUDGES BENCH

SCALE: 1" = 1'-0"

CS Scanned with CamScanner

**SECTION 08 87 23
SAFETY AND SECURITY FILMS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Glazing film applied to existing and new glazing assemblies.
- B. New Glazing: Factory or shop install film to glazing before installation in frames.

1.2 RELATED REQUIREMENTS

- A. Section 08 80 00 - Glazing: New glazing to received film.

1.3 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test 2015 (Reaffirmed 2020).

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Record of product certification for safety requirements.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.
- C. Shop Drawings: Detailing installation of film, anchoring accessories, and sealant.
- D. Samples: For each film product to be used, minimum size 4 inches by 6 inches, representing actual product, color, and patterns.

E. Test Reports: Detailed reports of full-scale chamber tests to specified criteria, using assemblies identical to those required for this project.

F. Specimen Warranty.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Glazing film manufacturer specializing in manufacture of safety glazing films with minimum 10 years successful experience.

B. Installer Qualifications: Certified by glazing film manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of authorities having jurisdiction.

1.7 FIELD CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide 10 year manufacturer's replacement warranty to cover film against peeling, cracking, discoloration, and deterioration.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. 3M Window Film: www.solutions.3m.com/#sle.

B. Flexvue Films: www.flexvuefilms.com/#sle.

C. XPEL, Inc; SECURITY CLEAR: www.xpel.com/#sle.

2.2 SAFETY AND SECURITY GLAZING FILM

- A. Safety Glazing: Retrofit existing glazing assemblies to provide impact resistance complying with ANSI Z97.1 and 16 CFR 1201, Category II.
 - 1. 1/4 inch thick clear annealed glass.
 - 2. Surface applied film.
 - 3. Requiring no supplemental anchoring devices.

2.3 MATERIALS

- A. Glazing Film: Transparent polyester film for permanent bonding to glass.
 - 1. Thickness: 8 mil, minimum
 - 2. Color: Frosted.
 - 3. Adhesive Type: Pressure sensitive acrylic.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Field -Applied Film: Verify that existing conditions are adequate for proper application and performance of film.
- B. Examine glass and frames. Verify that existing conditions are adequate for proper application and performance of film.
- C. Verify glass is not cracked, chipped, broken, or damaged.
- D. Verify that frames are securely anchored and free of defects.
- E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean glass of dust, dirt, paint, oil, grease, mildew, mold, and other contaminants that would inhibit adhesion.
- B. Immediately prior to applying film, thoroughly wash glass with neutral cleaning solution.

-
- C. Protect adjacent surfaces.
 - D. Do not begin installation until substrates have been properly prepared.

3.3 INSTALLATION

- A. Do not apply glazing film when surface temperature is less than 40 degrees F or if precipitation is imminent.
- B. Install in accordance with manufacturer's instructions, without air bubbles, wrinkles, streaks, bands, thin spots, pinholes, or gaps, as required to achieve specified performance.
- C. Accurately cut film with straight edges to required sizes allowing 1/16 inch to 1/8 inch gap at perimeter of glazed panel unless otherwise required by anchorage method.
- D. Seams: Seam film only as required to accommodate material sizes; form seams vertically without overlaps and gaps; do not install with horizontal seams.
- E. Clean glass and anchoring accessories following installation. Remove excess sealants and other glazing materials from adjacent finished surfaces.
- F. Remove labels and protective covers.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION



MEMO

Trenton Jacobs
County Architect

To: Project Managers and Consultant Design Teams
From: Trenton Jacobs, County Architect
Re: WILCO Standard Paint Color Selections

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list (last updated on 2/25/21):

SW 7019	Gauntlet Gray
SW 7067	Cityscape
SW 7074	Software
SW 7018	Dovetail
SW 6234	Uncertain Gray
SW 7017	Dorian Gray
SW 7016	Mindful Gray
SW 6218	Tradewind
SW 6254	Lazy Gray
SW 7064	Passive
SW 7667	Zircon
SW 6078	Realist Beige
SW 7527	Nantucket Dune
SW 6107	Nomadic Desert
SW 7038	Tony Taupe
SW 9117	Urban Jungle
SW 6081	Down Home

Deviations from this list (for unique facility needs) may be requested in writing by the consultant design team.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
STRUCTURAL		
	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
		Compressor crane at edge of building or unobstructed hatch with mechanical crane for future maintenance of HVAC equipment
	PLANS	Update Architectural Plan
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non proprietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufacturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	PAINT	Use only wilco standard colors and materials, DO NOT color-match
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
ROOFS		
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

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
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Commercial General Liability (including premises, completed operations and contractual)	\$1,000,000
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Aggregate policy limits:	\$2,000,000
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4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
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Bodily injury (including death)	\$1,000,000	\$1,000,000
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Property damage	\$1,000,000	\$1,000,000
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Aggregate policy limits	No aggregate limit	
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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 policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D



UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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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. If 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. Contractor 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 caused 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 trusted 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 embossed 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 include 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 severable.

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.



PO Box 271

Wellborn, TX 77881

Bids@aggielandconstruction.com

Phase 1 Proposal

Project: Wilco JP2 Annex Security Upgrades

Client: Williamson County

Project Location: 350 Discovery Dr. Cedar Park, TX

Date: April 1, 2024

Dear __ Mr. Daryl Mutz__,

We are pleased to offer our proposal for all labor and material per the included scope listed below:

SCOPE INCLUSIONS:

General Conditions

- Supervision
- Dumpsters
- Final Clean
- Insurance
- Payment Bond

Existing Conditions

- Remove base and trim only on judges' side of millwork.

Openings

- Provide and install security window film on 2 courtroom entry doors per specs provided by Williamson County.
- Window film to be 8mil minimum.
- Black perimeter sealant per manufactures recommendations

Finishes

- Tape, float, and paint new GWB.
- Includes 2 coats of Sherwin Williams paint, color provided by owner.
- Provide and install new ½ GWB over new ballistic panels in courtroom.
- Reuse and install existing base on new drywall.
- Fur out existing millwork at judges booth with 2" metal studs to receive new ballistic panels.

Furnishings

- Provide and install Armorcore UL 752 – Protection Level 3 ballistic fiberglass panels in courtroom on the new 2" metal studs behind existing millwork at judges booth only.
- Armorcore Ballistic panels to be provided at tellers window on existing metal studs.
- Panels are to be installed according to the manufacturer's instructions.
- Provide and install necessary trim and 4" batter strips per manufacturer's instructions.

CLARIFICATIONS:

- **Scope of work to be performed in 2 phases; one right away and the other phase after Sept. 1, 2024.**
- **Aggieland Construction does not intend to remove any existing millwork from the courtroom, all work performed will be accomplished with new materials.**
- **Pricing assumes work will be scheduled in an efficient manner with minimal mobilizations and will be uninterrupted once begun.**
- **Pricing includes the receipt and completion of a single punch list.**
- **Parking/staging area to be provided on site by owner.**

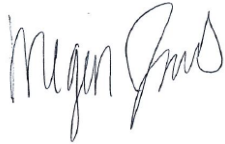
EXCLUSIONS:

- Anything not specifically mentioned in above scope of work.
- Sales Tax
- Mechanical
- Electrical
- Countertops
- Glass
- Doors
- Plumbing
- Flooring
- Ceiling work of any kind
- Painting in courtroom.
- Any protection level greater than 3
- Access Controls
- Audio Video
- Testing of any kind
- Engineering and Design

- Abatement
- Handling or removal of any hazardous material
- Overtime
- Moving of furniture or any personal items
- Liquidated damages

Total Proposed Price: \$29,000.00

Thank you for the opportunity. If there is anything else we can do for you, please let us know.



Megan Jones

4/1/2024

Date

Authorized Signature

Date

*HUB certification #1465359949900

*JOC TAMU/SSC Service Solutions

*JOC Choice Partners #21/039MR -01

*Prices are good for 30 days

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Aggieland Construction, LTD
College Station, TX United States

Certificate Number:
2024-1148727

Date Filed:
04/18/2024

Date Acknowledged:

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.

JP2 Courtroom Security
Construction management services

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.



6 UNSWORN DECLARATION

My name is Britt Jones, and my date of birth is [REDACTED].

My address is [REDACTED], Wellborn, tx, 77881, US.
(street) (city) (state) (zip code) (country)

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

Executed in Brazos County, State of TX, on the 18 day of April, 2024.
(month) (year)

Britt Jones

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Aggieland Construction, LTD
College Station, TX United States

Certificate Number:
2024-1148727

Date Filed:
04/18/2024

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

Williamson County

Date Acknowledged:
04/18/2024

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.

JP2 Courtroom Security
Construction management services

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.



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**17.****Meeting Date:** 04/30/2024

Cobb Fendley 1811-273 WA4 SA6 On Call Utility Coord. Capital Improvement Projects

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 6 to Work Authorization No 4 under the Williamson County Contract between Cobb Fendley & Associates and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007.

Background

This supplemental is to increase the maximum amount payable to \$350,000.00

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cobb Fendley 1811-273 WA4 SA6 On Call Utility Coord. Capital Improvement Projects

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/24/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/22/2024 01:33 PM

04/24/2024 10:48 AM

Started On: 04/22/2024 12:42 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 6
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge
Capital Improvement Projects

This Supplemental Work Authorization No. 6 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 4 dated effective **November 3, 2021** (the "Work Authorization");

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$300,000.00** to **\$350,000.00**.

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

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

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

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

FIRM:

By: Sandra G. Khoury

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

April 19, 2024
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session**18.****Meeting Date:** 04/30/2024

Cobb Fendley 1811-273 WA5 SA3 Utility Coord for CR 255

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 5 under the Williamson County Contract between Cobb Fendley & Associates and Williamson County dated July 16, 2019, for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. Funding source: P546.

Background

This supplemental is to extend the expiration date to September 30, 2025, and increase the maximum amount payable to \$295,664.50.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cobb Fendley 1811-273 WA5 SA3 Utility Coord for CR 255

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/24/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/22/2024 01:33 PM

04/24/2024 10:49 AM

Started On: 04/22/2024 12:42 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 5

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

This Supplemental Work Authorization No. 3 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 5 dated effective **November 3, 2021** (the "Work Authorization");

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$195,664.50** to **\$295,664.50**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The above referenced Work Authorization termination date shall be modified to **September 30, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:

By: _____  _____

Sandra G. Khoury, P.E.

Printed Name

Executive Vice President

Title

April 19, 2024

Date

WILLIAMSON COUNTY:

By: _____
Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

Date

Attachment C

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

Commissioners Court - Regular Session**19.****Meeting Date:** 04/30/2024

Cobb Fendley 1811-273 WA6 SA2 Utility Coord for CR 201

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 6 under the Williamson County Contract between Cobb Fendley & Associates and Williamson County dated July 16, 2019, for Utility Coordination for CR 201 from Umbrella Sky to CR 200. Funding source: P499.

Background

This supplemental is to extend the expiration date to September 30, 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cobb Fendley 1811-273 WA6 SA2 Utility Coord for CR 201

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/24/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/22/2024 01:33 PM

04/24/2024 10:50 AM

Started On: 04/22/2024 12:43 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 6

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Utility Coordination for CR 201 from Umbrella Sky to CR 200

This Supplemental Work Authorization No. 2 to Work Authorization No. 6 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July, 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 6 dated effective **November 3, 2021** (the "Work Authorization");

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:

By: Sandra S Khoury

Sandra G. Khoury, P.E.

Printed Name

Executive Vice President

Title

April 19, 2024

Date

WILLIAMSON COUNTY:

By: _____
Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

Date

Attachment C

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

Commissioners Court - Regular Session**20.****Meeting Date:** 04/30/2024

Cobb Fendley 1811-273 WA3 SA5 On Call Utility Coord Non Capital Improvement Projects

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 5 to Work Authorization No 3 under the Williamson County Contract between Cobb Fendley & Associates and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.200.0210.004100.

Background

This supplemental is to extend the expiration date to September 30, 2025, and increase the maximum amount payable to \$190,000.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cobb Fendley 1811-273 WA3 SA5 On Call Utility Coord Non Capital Improvement Projects

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/25/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/25/2024 10:33 AM

04/25/2024 11:11 AM

Started On: 04/25/2024 10:20 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road
and Bridge Non-Capital Improvement Projects

This Supplemental Work Authorization No. 5 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

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

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$140,000.00** to **\$190,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The above referenced Work Authorization termination date shall be modified to **September 30, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

FIRM:

By: Sandra G. Khoury

Sandra G. Khoury, P.E.

Printed Name

Executive Vice President

Title

April 19, 2024

Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session**21.****Meeting Date:** 04/30/2024

Preliminary plat for the Kelley subdivision – Pct 4

Submitted For: Robert Daigh**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Kelley subdivision – Precinct 4.

Background

This proposed subdivision consists of 2 lots and no new roads on 34.197 acres.

Timeline

2023-11-30 – initial submittal of the preliminary plat

2023-12-28 – 1st review complete with comments

2024-04-04 – 2nd submittal of preliminary plat

2024-04-19 – 2nd review complete with comments

2024-04-19 – 3rd submittal of preliminary plat

2024-04-24 – 3rd review complete with comments clear

2024-04-25 – preliminary plat placed on the April 30, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Kelley

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/25/2024

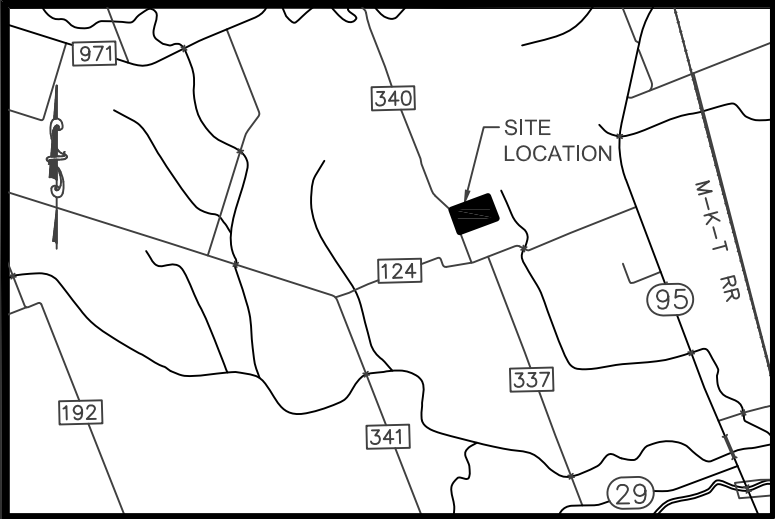
Reviewed By

Becky Pruitt

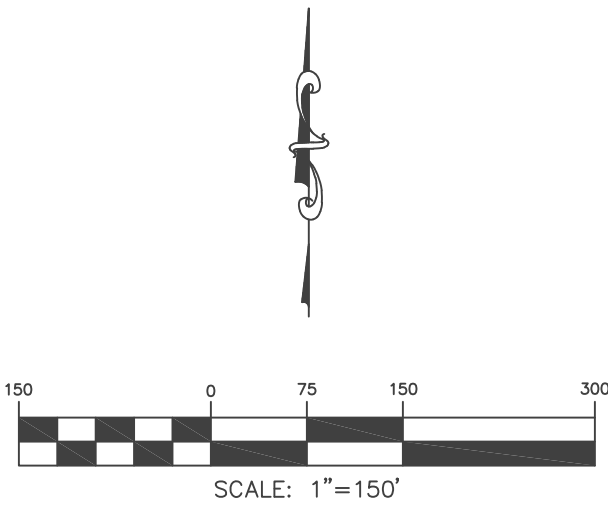
Date

04/25/2024 10:10 AM

Started On: 04/25/2024 10:05 AM



LOCATION MAP (NOT TO SCALE)



FIELDNOTES

BEING A 34.197 ACRE TRACT OF LAND OUT OF THE A.J. DALLAS SURVEY, ABSTRACT NO. 183, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 34.197 ACRE TRACT OF CONVEYED FROM DOLORES G. KELLY, INDEPENDENT EXECUTOR OF THE ESTATE OF PAT W. KELLEY, DECEASED TO DOLORES G. KELLEY, FILED MARCH 2, 2012 AND RECORDED IN DOCUMENT NO. 2012015006 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC); SAID 34.197 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch iron pipe found for the Southwest corner of a called 53.29 acre tract conveyed from Ralph Zett, Independent Executor of the Estate of Mary R. Zett, deceased to Larry G. Svehlak and Marie A. Svehlak, filed September 19, 2001 and recorded in Document No. 2001069165 OPRWC, being in the East line of County Road 340, and marking the Northwest corner of the herein described tract, from which a 1/2 inch iron rod found bears North 45°09'11" West, a distance of 160.76 feet;

THENCE, North 68°17'32" East a distance of 1,753.87 feet, to a calculated point in the South line of a called 59.04 acre tract conveyed from Rose M. Bohac to Larry Svehlak and wife, Marie Svehlak, filed August 13, 1990 and recorded in Volume 1929, Page 696 of the Deed Records of Williamson County, Texas, being a corner in the West line of a called 74.7 acre tract conveyed from the Estate of Albert W. Kotrla to Albert W. Kotrla Estate Trust, filed January 19, 2016 and recorded in Document No. 2016004571 OPRWC, and marking the Northeast corner of the herein described tract;

THENCE, South 21°17'42" East passing at a distance of 487.62 feet, a 1/2 inch iron rod with a yellow plastic cap stamped "FOREST RPLS 1847" found for the Southwest corner of the said 74.7 acre tract, the Northwest corner of a called 61.52 acre tract conveyed from Diane Bohac to the Diane Bohac Surviving Settlers Trust, filed August 24, 2017 and recorded in Document No. 2017078714 OPRWC, continuing for a total distance of 847.86 feet, to a T post found for the Northeast corner of a called 6.00 acre tract conveyed from Diane Batla Volek and Sharon Batla Kromas to Michael W. Harper and Lynn C. Harper, filed October 20, 1999 and recorded in Document No. 1999071581 OPRWC, and marking the Southeast corner of the herein described tract;

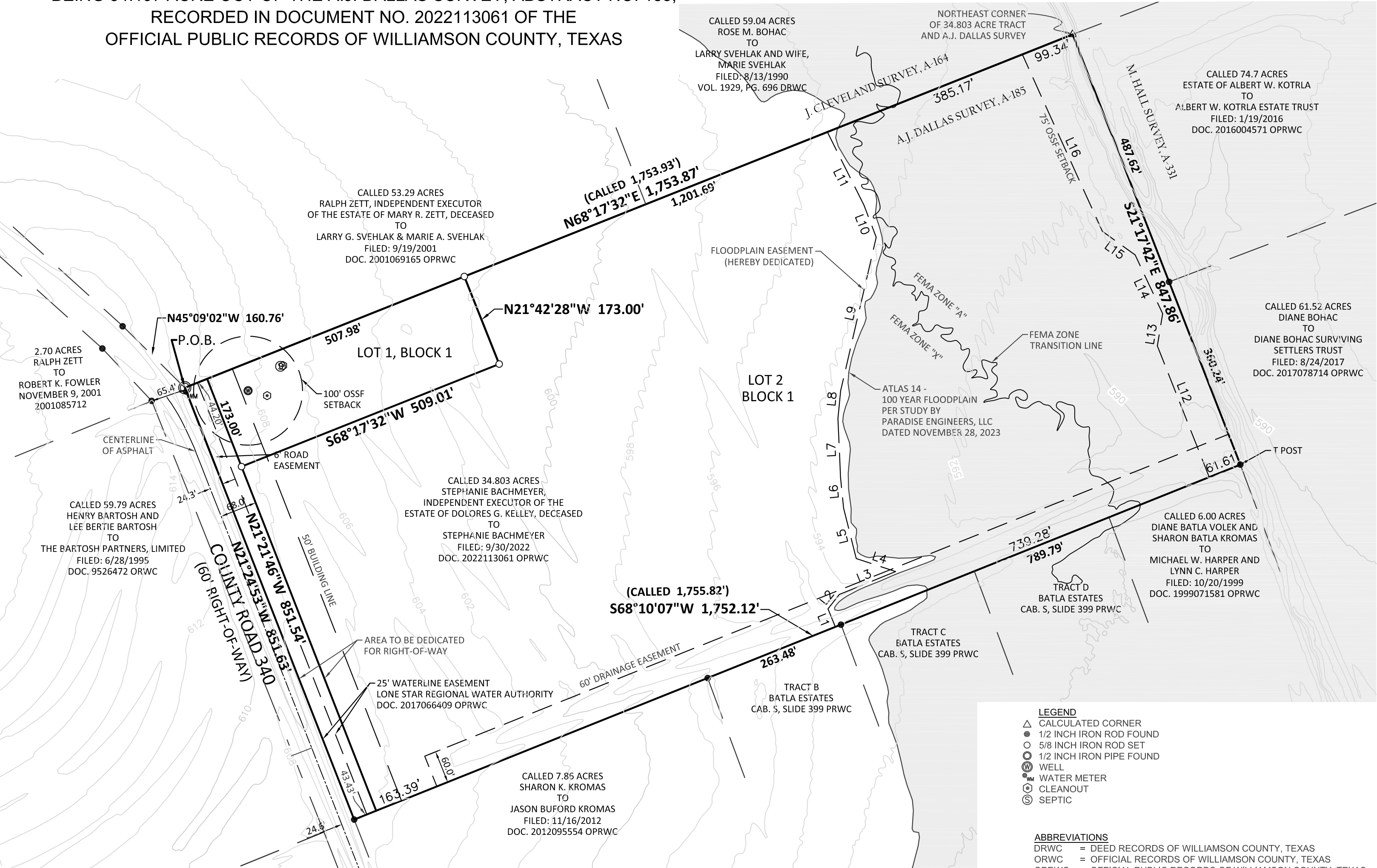
THENCE, South 68°10'07" West passing at a distance of 789.79 feet, a 1/2 inch iron rod found, passing at a distance of 263.48 feet, a 1/2 inch iron rod found, and continuing for a total distance of 1,752.12 feet, to a 1/2 inch iron rod found for the Northwest corner of a called 7.86 acre tract conveyed from Sharon K. Kromas to Jason Buford Kromas, filed November 16, 2012 and recorded in Document No. 2012095554 OPRWC, being in the East line of County Road 340, and marking the Southwest corner of the herein described tract;

THENCE, North 21°24'53" West with the East line of County Road 340, a distance of 851.63 feet, to the **POINT OF BEGINNING**, CONTAINING within these metes and bounds 34.197 acres of land, more or less.

PARCEL AREA TABLE	
LOT #	AREA (ACRE)
1	2.020
2	31.320
R.O.W. (TO BE DEDICATED)	0.857
TOTAL	34.197

PRELIMINARY PLAT
KELLEY SUBDIVISION

BEING 34.197 ACRE OUT OF THE A.J. DALLAS SURVEY, ABSTRACT NO. 183,
RECORDED IN DOCUMENT NO. 2022113061 OF THE
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



NOTES:

- ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- UTILITY SERVICE PROVIDERS - WATER: JONAH SPECIAL UTILITY DISTRICT; WASTEWATER: OSSF; ELECTRICITY: ONCOR.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
- DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
- LOT 2 IS ENCRoACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBER 48491C0340F, EFFECTIVE DATE, DECEMBER 20, 2019, WILLIAMSON COUNTY, TEXAS.
- A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOT 2 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
- THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY BY PARADISE ENGINEERS LLC, DATED NOVEMBER 28, 2023.
- FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.79	N22°09'20"W
L2	33.56	N38°13'03"E
L3	111.63	N67°49'22"E
L4	76.06	N71°43'50"W
L5	95.45	N14°06'37"W
L6	57.03	N05°37'12"W
L7	107.67	N02°30'36"W
L8	51.58	N05°27'54"E
L9	288.95	N13°03'54"E
L10	62.96	N20°48'22"W
L11	150.44	N26°35'13"W
L12	259.09	S21°33'23"E
L13	59.99	S09°19'26"W
L14	119.14	S25°06'30"E
L15	74.12	S54°13'03"E
L16	356.43	S24°20'01"E

OWNER: STEPHANIE BACHMEYER
P.O. BOX 390
TAYLOR, TEXAS 76574
(512) 569-3049

ACREAGE: 34.197 ACRES (1,489,564 SQ. FT.)

NUMBER OF LOTS: 2

NUMBER OF BLOCKS: 1

SURVEY: A.J. DALLAS SURVEY, A-183

SUBMITTAL DATE: NOVEMBER 30, 2023

SURVEYOR: COREY JOSEPH HALL, RPLS
KONTUR TECHNICAL, LLC
26 WOODLAND LANE
ROUND ROCK, TEXAS 78664
(512) 360-0012



26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TEL: (512) 360-0012 TBPELS REGISTRATION #10194591

P:\Shared drives\Active\Survey\County\WILLIAMSON\GRANGER\A.J. DALLAS SURVEY\4227.001.00\DWG\4227.001-PLAT.dwg PLOTTED ON 4/3/2024

Commissioners Court - Regular Session**22.****Meeting Date:** 04/30/2024

National Therapy Animal Day 2024

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a proclamation designating April 30, 2024 as National Therapy Animal Day in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

National Therapy Animal Day Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 04/24/2024

Reviewed By

Becky Pruitt

Date

04/24/2024 10:56 AM

Started On: 04/24/2024 09:01 AM



WHEREAS, National Therapy Animal Day, created by Pet Partners, an organization whose mission is to improve human health and well-being through the human-animal bond, is designated as April 30 to recognize and honor therapy animals and to raise awareness and educate the public about the role therapy animals play in enhancing the health and well-being of humans; and

WHEREAS, therapy dogs are different from service animals in that they are not trained for a specific task and do not have the same legal standing as service animals; and

WHEREAS, scientific research shows that interacting with therapy animals lower anxiety, reduce stress, relieve depression, increase mental stimulation, lower blood pressure, and diminish overall pain; and

WHEREAS, therapy animal teams in Williamson County play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, therapy animal teams interact with a variety of people in our community including veterans, seniors, patients, students, and those approaching end of life; and

WHEREAS, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need.

NOW, THEREFORE, BE IT PROCLAIMED that the Williamson County Commissioners Court designate April 30, 2024, as:

“National Therapy Animal Day”

in Williamson County and encourage our citizens to celebrate our therapy animals and their human handlers and salute the service of therapy animal teams in our community and in communities across the nation.

Passed by Commissioners Court and Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session**23.****Meeting Date:** 04/30/2024

Older Americans Month

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 a proclamation naming the month of May as "Older Americans Month".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Older Americans Month

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 08:50 AM

Started On: 04/24/2024 05:10 PM

State of Texas
County of Williamson
Know all men by these presents:

That on the 30th day of April 2024 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, Williamson County has a growing number of older Americans, with almost 90,000 citizens aged 65 years or older, who contribute their strength, wisdom and experience to our community in unique ways; and

WHEREAS, communities in Williamson County benefit when people of all ages, abilities, and backgrounds are welcomed, included and supported; and

WHEREAS, Williamson County recognizes the need to create communities that provide services and supports older Americans and recognizes CAPCOG's Aging Services which provides support through direct services, including nutrition, benefits counseling, in-home services, health and wellness education, ombudsman advocacy for nursing home residents and caregiver respite; and

WHEREAS, Williamson County residents can foster communities in which older Americans can feel supported, encouraged, appreciated and will thrive by:

- *Supporting community-based services:* such as Opportunities for Williamson & Burnet Counties' Meals on Wheels program that assists with older Americans independence.
- *Preventing social isolation and loneliness:* Reach out to older American neighbors and family members.
- *Promoting physical activity:* Walking and exercise can help reduce levels of stress, anxiety, improve balance and lower risk of falls, enhance sleep and decrease feeling of depression.
- *Encouraging healthy eating:* A healthy diet can help boost immunity and lower risk of certain health problems.
- *Involving older adults in stimulating activities:* such as crafting, gardening, higher learning, reading, music and dancing, and connecting with grandchildren and animals.

NOW THEREFORE, BE IT RESOLVED, that Williamson County Commissioners Court declares the month of May 2024 to be "***Older Americans Month***". We urge every resident to take time during this month to recognize older adults and the people who serve them as vital parts of our community and key to building healthy and stronger communities.

PROCLAIMED THIS 30TH DAY OF April 2024.

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session**24.****Meeting Date:** 04/30/2024

Appointment of Veteran Service Officer

Submitted For: Michael Hernandez**Submitted By:** Michael Hernandez, Veteran Services**Department:** Veteran Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding appointing Jessyca Hilar as Assistant County Veteran Service Officer.

Background

Designating Jessyca Hilar as Assistant County Veteran Service Officer makes her eligible for training pursuant to Texas Government Code Section 434.038(a) and Texas Government Code Section 434.038 TRAINING AND CERTIFICATION.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Hernandez

Final Approval Date: 04/24/2024

Reviewed By

Becky Pruitt

Date

04/24/2024 10:50 AM

Started On: 04/22/2024 05:02 PM

Commissioners Court - Regular Session**25.****Meeting Date:** 04/30/2024

Appoint Fleet Services Chairman

Submitted By: Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on revising the membership of the Fleet Committee and appoint the County Judge to serve as the Chairperson of the Fleet Committee.

Background

Committee members:

Budget Office
Constable Rep.
County Judge
Emergency Services Department
Fleet
Juvenile Services
Risk Management
Infrastructure
Purchasing
Sheriff's Office
Auditor's Office

Each office will have one voting member with the exception of the Auditor's Office, who will be a non-voting member of the committee. This committee will be chaired by the County Judge.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)
Form Started By: Becky Pruitt
Final Approval Date: 04/24/2024

Reviewed By

Becky Pruitt

Date

04/24/2024 10:53 AM

Started On: 04/23/2024 02:42 PM

Commissioners Court - Regular Session**26.****Meeting Date:** 04/30/2024

Williamson County EMS Trauma Distribution Funds Transfer

Submitted For: Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Capital Area of Texas Regional Advisory Council (CATRAC) Trauma Distribution Funds for FY 24. Williamson County EMS Participation in the Department of State Health Services (DSHS) Trauma Registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment From Other Entities	\$26,305.45

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Theresia Carter

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/24/2024 10:54 AM

04/25/2024 10:15 AM

Started On: 04/23/2024 02:49 PM

Commissioners Court - Regular Session**27.****Meeting Date:** 04/30/2024

Williamson County EMS Trauma Distribution Funds FY 24

Submitted For: Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Capital Area of Texas Regional Advisory Council (CATRAC) Trauma Distribution funding from FY24 participation in the Department of State Health Services Trauma Registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003200	Medical Supplies	\$26,305.45

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Theresia Carter

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

04/24/2024 10:54 AM

04/25/2024 10:15 AM

Started On: 04/23/2024 04:19 PM

Commissioners Court - Regular Session**28.****Meeting Date:** 04/30/2024

AGE MOU

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a memorandum of understanding between Williamson County and AGE of Central Texas.

Background

This MOU allows Williamson County EMS CHP staff to provide durable medical equipment to anyone who needs assistance. With patient consent, Williamson County EMS CHP staff will provide AGE with demographic information. This MOU has been reviewed by Williamson County Legal.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

AGE MOU

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 04/24/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/23/2024 08:57 AM

04/24/2024 10:52 AM

Started On: 04/23/2024 08:31 AM



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between **AGE of Central Texas (AGE)** and **Williamson County EMS (HELP Lending Closet Partner)**.

Purpose: This collaboration will be focused on providing durable medical equipment (DME) to anyone who needs it in the community. HELP Lending Closets provide free loans of DME at various locations in the community through our collaboration partners, to increase access to this free resource.

Roles and Responsibilities:

AGE of Central Texas agrees to:

1. Provide DME in that is in good, gently used condition, with AGE stickers on it, ready for distribution, including: wheelchairs and transport chairs; walkers and rollators; canes; crutches; shower chairs, benches, and stools; transfer benches, etc. As our equipment is provided through donations, we cannot guarantee any specific equipment and we cannot guarantee immediate availability.
2. With advanced notice, provide a scheduled time for partner agency to pick up equipment at AGE offices, or to receive equipment at the partner agency (dependent on staff availability).

HELP Lending Closet Partner agrees to:

1. Collect and provide to AGE demographic information about each person receiving equipment (if possible).
2. Distribute AGE marketing materials, such as agency one-pagers.
3. Refer to the program as "AGE of Central Texas HELP Lending Closet".

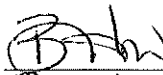
Timeframe: The timeframe of this collaboration is ongoing, with cancellation at any time by either party.

Location and Contact Information:

- HELP Lending Closet location: 3189 S.E. Inner Loop Dr., Georgetown, TX, 78626
- HELP Lending Closet partner primary contact: Amy Jarosek, ajarosek@wilco.org, 512-943-1227
- AGE offices: 3710 Cedar Street, Austin, TX 78705, open Monday – Friday 8am – 4pm:
- AGE HELP contact: call (512) 600-9288 or email equipment@ageofcentraltx.org.

Confidentiality:

This Memorandum of Understanding is the complete agreement between AGE and Williamson County EMS and may be amended only by written agreement signed by each of the parties involved.

AGE signature: 
Print name & title: Bonnie How
Date: 3/28/2024

Partner signature: _____
Print name & title: _____
Date: _____

Founded By:
Bert Kruger Smith
Willie Kocurek, J.D.

AGE Central Office and Thrive Social & Wellness Center - Austin
3710 Cedar Street, Box 2, Austin, TX 78705
phone (512) 451-4611 | fax (512) 451-3110
www.AGEofCentralTX.org

Generously supported by:
**St David's
FOUNDATION**

Commissioners Court - Regular Session**29.****Meeting Date:** 04/30/2024

LESO State Plan of Operation Agreement for County Sheriff

Submitted For: Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an updated State Plan of Operation (SPO) Agreement between the State of Texas and the Williamson County Sheriff's Office with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 U.S.C. 2576a.

Background

The Williamson County Sheriff's Office has been participating in this program with the Federal Government for a while now and must provide a signed agreement with updated authorized RTD screeners. The agreement promotes the efficient and expeditious transfer of property and to ensure accountability of the same. The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety. Requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LESO Application

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 09:38 AM

Started On: 04/24/2024 02:19 PM



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only)

*Indicates Required Fields

SECTION 1:

*Agency Name: Williamson County Sheriff's Office Originating Agency Identifier (ORI) #: (if applicable) TX2460000
*Agency Physical Address: 508 S Rock Street *City: Georgetown
*State: TX *Zip Code: 78626 *NCIC P.O. Box or Address (if different than above i.e., terminal location)
*Phone #: (512) 943-1300 *Email: srogers@wilco.org Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable. *Full-time: 253 *Part-time: 0

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

#1	Detective	Steven	Rogers
	*Official Title / Rank	*First Name	*Last Name
	srogers@wilco.org	(512) 943-1932	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	Deputy	Daniel	Herold
	*Official Title / Rank	*First Name	*Last Name
	dherold@wilco.org	(512) 943-1300	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#5			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#6			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#7			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

☒ I am signing this document as the CLEO of this law enforcement agency.

*(Check only one): ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Sheriff

*TITLE

Michael

*PRINTED FIRST NAME:

Gleason

*PRINTED LAST NAME:

mike.gleason@wilco.org

*EMAIL



*SIGNATURE

04/23/2024

*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

*PRINTED NAME FIRST & LAST

*SIGNATURE

*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

*SIGNATURE

c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

- h) The program may authorize digital signatures on required program documentation.
- i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

- a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.
- b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.
- c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.
- d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB)(or designee) and the current SC/SPOC.
- e) Provide program participants the following information:

- i) The LESO Program State POCs:

State Coordinator (SC): Michelle Farris

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): John Riddick

State Point of Contact (SPOC): Patricia Deaver

- ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd Bldg G Austin, Texas 78752

Email: TxLESOProgram@dps.texas.gov

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:00AM – 5:00PM (CST)

- iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct

management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at <https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program>, for timely and accurate guidance, information, forms and links concerning the program.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.

b) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA’s, may still be required to attend training as the training qualifies the LEA, not the individual.

c) Upon completion of the mandatory training, at least one of the LEA’s authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.

d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.

e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA’s inventory is completely cleared.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest

extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
 - (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
 - (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
 - (4) Small arms: one (of each type) per officer (full-time/part-time).
- (a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

- (b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
- 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

- i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.
- ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) The LEA shall:

- i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.
- ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.
- iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.

11) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

- i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLA 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the

program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

- ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.
- iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.
- iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.
- v) Intend to review as much property as possible during a PCR.

- (1) The goal is to review 20% of a State's overall small arms inventory.

- (2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

- vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

- vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

- (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

- (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

- (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

- viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

- i) Assist the LESO as required, prior to, during and upon completion of the PCR.

- ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

- iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

- iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

- v) Coordinate the use of any ECR with the LESO prior to the PCR.

- vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:

1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.

2) Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.

3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.

4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.

5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.

13) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period. In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

- a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

The LEA shall:

- a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.
- b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.
- c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.
- d) Complete the electronic certification of all assigned inventory on or before August 31st of every year.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
 - 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
- b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will

be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. Restricted Status-A specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

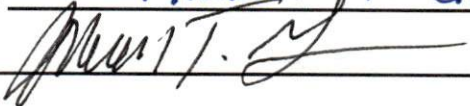
Full Name (Print): Michelle Farris

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): Sheriff

Full Name (Print): Michael T. Gleason

Signature (Sign):  Date (MM/DD/YYYY): 4/23/24

Civilian Governing Body Official (CGB) (or designee):

Title (Print): _____

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Commissioners Court - Regular Session**30.****Meeting Date:** 04/30/2024

Road & Bridge Yard Fence - JT Vaughn Construction - Change Order #1

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 regarding Change Order #1 in the amount of \$26,638.70 for a Change Order between Williamson County and JT Vaughn Construction relating to the Road & Bridge Yard Fence. Funding Source: 01.0200.0210.004509.

Background

This Change order compensates the Contractor, J.T. Vaughn Construction, LLC. for adding a motorized gate near the facilities storage warehouse. This Change Order results in a net increase of \$26,638.70. The original Contract amount was \$273,475.75. As a result of this Change Order, the net increase is 10% in the Contract cost with a new contract sum of \$300,114.45. This Change Order will not increase the contract time.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Road & Bridge Yard Fence

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 04/25/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/25/2024 08:56 AM

04/25/2024 09:36 AM

Started On: 04/24/2024 09:51 AM



CHANGE ORDER
R&B Yard Fence

CHANGE ORDER NO: #01

NTP Date: 02/20/2024

DATE OF ISSUANCE: 04/09/24

Contractor: J.T. Vaughn Construction LLC

Architect/ Engineer: Trenton Jacobs, Williamson County Architect

EXPLANATION:

1. Add motorized gate near facilities storage warehouse.

CONTRACT CHANGE:

1. Motorized gate, \$23,317.00
2. Concrete for operators and gate, \$990.00
3. Fee on Subs, \$2331.70

Original Contract Amount	\$ 273,475.75
Net change by previously submitted Change Orders	\$ 0
Contract sum prior to this Change Order was	\$ 273,475.75
Contract Sum shall be increased by this Change Order in the amount of	\$ 26,638.70
The new Contract Sum including this Change Order will be	\$ 300,114.45

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 10%

The Contract Time will be changed by 0 days

The date of Substantial Completion as of the date of this Change Order 06/19/2024

RECOMMENDED BY:

Danny Thompson, CEO
Contractor's Printed Name

[Signature]
Signature

4/1/2024
Date

REVIEWED BY:

Trenton H. Jacobs, AIA
Architect/ Engineer Name

[Signature]
Signature

4/25/24
Date

4/1/2024
R&B Yard Fence

ACCEPTED BY:

Owner's Representative

Signature

Date



508 S Rock St
Georgetown, TX
78626

T: (512) 663-7461

April 01, 2024

Daryl Mutz
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: Road and Bridge Fencing
Job No: 307606

Subj: Change Proposal No. 307606-0001

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$26,639 (twenty-six thousand six hundred thirty-nine) dollars to provide an additional motorized gate near the facilities storage warehouse for the above referenced project.

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION



Doug Boram

Attachments:

CC:

FORM B**PROJECT: Road and Bridge Fencing****CHANGE PROPOSAL NO: 307606-0001****QUOTATION :**

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Motorized gate	\$0.00	\$0.00	\$23,317.00	\$23,317.00
Concrete for operators and gate	\$640.00	\$350.00	\$0.00	\$990.00

Totals	\$640.00	\$350.00	\$23,317.00	\$24,307.00
Insurance, Tax, Benefits on Labor				\$0.00
Overhead				\$0.00
Fee on Subs				\$2,331.70
Fee on JTV				\$0.00
Bond				\$0.00
Remodel Tax				\$0.00
TOTAL				\$26,638.70

TIME EXTENSION TO CONTRACT: 0 Days**Submitted Date: 4/1/2024****Accepted****By:** _____**Date:** _____**VAUGHN CONSTRUCTION****By:** 
Doug Boram**Proposal Valid for Days**

Commissioners Court - Regular Session**31.****Meeting Date:** 04/30/2024

Justice Complex Improvements (P476) - Johnston, LLC - PSA2-A1-SA2

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 Supplemental Agreement No. 2 to Agreement for Design & Engineering Services between Williamson County and Johnston, LLC. relating to the Justice Complex Improvements (P476).

Background

This Supplemental Agreement No. 2 to Agreement for Design & Engineering Services is made to update floor plan drawings with an increase in the contract sum of \$58,000 with a substantial completion date of September 30, 2024.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Justice Complex Improvements-P476-Johnston

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 04/24/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/24/2024 10:44 AM

04/24/2024 10:56 AM

Started On: 04/24/2024 10:16 AM



**SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: Justice Complex Improvements ("Project")

**ARCHITECT/
ENGINEER:**

Johnston, LLC. ("A/E")
Chad Abaya, Senior Manager
2603 Augusta Drive, Suite 1600
Houston, TX 77057

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 2 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **January 28th, 2022** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **update floor plan drawings**; 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 following Additional Services:

1. Updated background drawings and model of the floor plans.
2. Site visit for scope walk the with new Construction Manager.
3. Revise civil drawings for new layout and details of fence.
4. Revise structural drawings for new layout and details of fence.
5. Revise electrical drawings for new layout and details of fence.
6. Revise low voltage drawings for new layout and details of fence.

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Fifty-Eight Thousand Dollars (\$58,000.)**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services September 30th, 2024.

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:

Johnston, LLC.

By:  _____
Signature

Chad Abaya

Printed Name

Senior Manager

Title

Date Signed: 04/24/24

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

Commissioners Court - Regular Session**32.****Meeting Date:** 04/30/2024

Award of IFB #24IFB39 CR 404 Pavement Rehabilitation to Chasco Constructors LTD LLP for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #24IFB39 CR 404 Pavement Rehabilitation to Chasco Constructors LTD LLP in the not-to-exceed amount of \$1,684,848.00 and authorize execution of the Agreement. Funding source is P646.

Background

Williamson County sent out seven thousand nine hundred and fifty-nine (7,959) notifications with fifty-five (55) document takers and received seven (7) vendor submissions. The bids for the project have been reviewed and the apparent low bid, Chasco Constructors LTD LLP, was found to be responsive, mathematically correct, and materially balanced. This contractor has performed similar work on other projects and received positive references from those contacted. The Road and Bridge Department recommends Williamson County award this solicitation to Chasco Constructors LTD LLP. The funding source is P646 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Recommendation Letter

Bid Tabulation

Bid Tabulation - All submittals

Form 1295 - Chasco Constructors

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 04/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

04/24/2024 04:03 PM

04/25/2024 08:46 AM

Started On: 04/22/2024 03:17 PM



Agreement for Construction Services

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. 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 following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 24IFB39, CR 404 Pavement Rehabilitation ; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One million six hundred eighty-four thousand eight hundred forty-eight dollars and zero cents (\$1,684,848.00) , 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 following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 24IFB39, CR 404 Pavement Rehabilitation ; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. 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 terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 75 working days

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed on or before 80 working days; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500.00 per day from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession 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 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.

- 6.5** As part of Contractor obligation to coordinate the Work, Contractor shall:
- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
 - g. advise Owner of any tests that should be performed;
 - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
 - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
 - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
 - k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 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.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) 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 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The 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.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$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	

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

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
 - (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
 - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self insured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

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

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. 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 \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE 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 THE 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 WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 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.

8.3 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 9 BONDS

9.1 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.

9.2 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.

9.3 Warranty Bond. Upon execution of this Agreement, 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 Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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

11.2 Assignment; Successors and Assigns. 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. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

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

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

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

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

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

11.11 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 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.

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

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

11.14 Sales and Use Tax Exemption. 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.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that 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.

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

11.17 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.

11.18 Reports of Accidents. Within 24 hours after Contractor 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 Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor 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 Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, 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 Contractor's performance of work under this Agreement.

11.19 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.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement 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 this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 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 OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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 (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

CHASCO CONSTRUCTORS LTD., LLP

By:  _____

Printed Name: Charles King

Vice President, CFO Title: _____

Date: April 23, 2024

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Contractor's Designated Representative:

Beth Carpenter
beth.carpenter@chasco.com

Phone (512) 244-0600

Fax (512) 244-0489



April 18, 2024

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

Subject: Recommendation for CR 404 Pavement Rehabilitation – Bid #24IFB39

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Chasco Constructors) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Chasco Constructors - \$1,684,848.00
2. Gage and Cade Construction - \$1,726,643.70
3. Jordan Foster Construction LLC - \$1,824,100.30
4. Capital Excavation - \$1,952,409.50
5. Patin Construction - \$1,990,643.00
6. Aaron Concrete Contractors LLC - \$2,063,845.70
7. Joe Bland Construction LP - \$2,132,554.00

The Contractor's low base bid is \$99,170.50 above the Engineer's Estimate, a cost increase of 6.25%.

In addition to meeting the bid qualifications, Chasco Constructors has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$1,684,848.00 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Chasco Constructors the contract for the CR 404 Pavement Rehabilitation Project.

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

Sincerely,

A handwritten signature in blue ink that reads 'J. Terron Evertson' followed by 'for JTE'.

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

Contractor Name: CHASCO CONSTRUCTORS**BID FORM****CR 404 PAVEMENT REHABILITATION IMPROVEMENTS
WILLIAMSON, TEXAS**

ITEM CODE		DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
110	6001	EXCAVATION (ROADWAY)	CY	7904.00	\$36.00	\$284,544.00
150	6002	BLADING	HR	120.00	\$160.00	\$19,200.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	15778.00	\$2.00	\$31,556.00
164	6035	DRILL SEEDING (PERM)(RURAL)(CLAY)	SY	31755.00	\$0.40	\$12,702.00
166	6001	FERTILIZER	AC	6.60	\$1,500.00	\$9,900.00
168	6001	VEGETATIVE WATERING	MG	534.00	\$25.00	\$13,350.00
247	6053	FL BS (CMP IN PLC)(TYD GR1-2)(FNAL POS)	CY	6619.00	\$64.00	\$423,616.00
260	6002	LIME (HYDRATED LIME (SLURRY))	TON	530.00	\$370.00	\$196,100.00
260	6027	LIME TRT (EXST MATL) (8")	SY	20130.00	\$4.25	\$85,552.50
310	6027	PRIME COAT (MC-30 OR AE-P)	GAL	3787.00	\$4.50	\$17,041.50
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	165.00	\$178.00	\$29,370.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	5680.00	\$5.00	\$28,400.00
500	6001	MOBILIZATION	LS	1.00	\$150,515.00	\$150,515.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4.00	\$6,600.00	\$26,400.00
506	6004	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	190.00	\$30.00	\$5,700.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	190.00	\$10.00	\$1,900.00
560	6004	MAILBOX INSTALL-S (TWG-POST) TY2	EA	22.00	\$550.00	\$12,100.00
560	6005	MAILBOX INSTALL-D (TWG-POST) TY2	EA	1.00	\$660.00	\$660.00
560	6006	MAILBOX INSTALL-M (TWG-POST) TY2	EA	3.00	\$930.00	\$2,790.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	710.00	\$2.50	\$1,775.00
666	6048	REFL PAV MRK TY I (W) 24" (SLD)	LF	12.00	\$26.50	\$318.00
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	12.00	\$13.50	\$162.00
666	6210	REFL PAV MRK TY II (Y) 6" (SLD)	LF	14200.00	\$0.80	\$11,360.00
666	6320	RE PM W/RET REQ TY I (Y) 6" (SLD) (090MIL)	LF	14200.00	\$1.30	\$18,460.00
672	6009	REFL PAV MRKR TY II-AA	EA	178.00	\$8.00	\$1,424.00
3076	6023	D-GR HMA TY-C PG 70-22	TON	2083.00	\$144.00	\$299,952.00
				PROJECT TOTAL		\$1,684,848.00

24IFB39 CR 404 Pavement Rehabilitation

Opened on: Wednesday, March 27, 2024

Supplier Name	Bid Amount
Aaron Concrete Contractors LLC	\$2,063,845.70
Capital Excavation	\$1,952,409.50
Chasco Constructors	\$1,684,848.00
Gage and Cade Construction	\$1,726,643.70
Joe Bland Construction LP	\$2,132,554.00
Jordan Foster Construction LLC	\$1,824,100.30
Patin Construction	\$1,990,643.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Chasco Constructors
ROUND ROCK, TX United States

Certificate Number:
2024-1149687

Date Filed:
04/22/2024

Date Acknowledged:
04/22/2024

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.

Bid # 24IFB39
CR404 Pavement Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Glance Jr., Charles	Round Rock, TX United States	X	
	King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Chasco Constructors
ROUND ROCK, TX United States

Certificate Number:
2024-1149687

Date Filed:
04/22/2024

Date Acknowledged:

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.

Bid # 24IFB39
CR404 Pavement Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Glance Jr., Charles	Round Rock, TX United States	X	
	King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Craig R Hunter, and my date of birth is [REDACTED].

My address is 40 [REDACTED], Austin, TX, 78701, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 22nd day of April, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**33.****Meeting Date:** 04/30/2024

CHIPS Act Loop Jobs Connector (Corridor A2) Multimodal Project Discretionary Grant Application

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the CHIPS Act Loop Jobs Connector Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: 2023 Road Bond funds.

Background

Williamson County is seeking Federal Multimodal Project Discretionary Grant funding for the CHIPS Act Loop Jobs Connector construction from FM 973 to SH 95. Applications for the grant are due on May 6th. This item was previously approved at the April 9th Commissioners Court. The federal funding request has been revised to \$40M with a \$10M local match for the \$50M construction cost.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

MPDG Grant Resolution

Judge Gravel Funding Support Letter

Grant Management Request

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 11:12 AM

Started On: 04/25/2024 10:51 AM

**A Resolution of the Williamson County Commissioners Court
Approving the Williamson County Project Application to
Be Submitted to the U. S. Department of Transportation for FY 2025-2026 Project Call
For Project Funding**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, November 2021) (Bipartisan Infrastructure Law, or BIL) appropriated \$15 billion across three programs (the National Infrastructure Project Assistance Grants Program (Mega), the Nationally Significant Multimodal Freight and Highways Projects Grants Program (Infrastructure for Rebuilding America or INFRA) and the Rural Surface Transportation Grant Program (Rural) to be awarded by the Department of Transportation for national infrastructure investments for the period of FY 2022 – FY 2026, and

WHEREAS, the Office of the Secretary of Transportation, (“DOT”) has announced a \$5.1 billion project call for Year 2025-2026 soliciting applications for a funding program known as Multimodal Project Discretionary Grant, or MPDG program; and

WHEREAS, the Williamson County Commissioner’s Court approved and adopted the Long-Range Transportation Plan (LRTP) in October 2009 and subsequent amendments and approved specific funding for the development of corridors identified in the LRTP in the FY 2017 budget; and

WHEREAS, the following element of the Williamson County LRTP and Williamson Corridor Program has been identified as being competitive for the MPDG Program call:

- CHIPS Act Loop Jobs Connector (Corridor A2); as shown on Exhibit “A”, attached hereto.

WHEREAS, the award of the MPDG funding for this project could allow approved bond or LRTP funding to initiate project development for other projects included in the LRTP or to accelerate construction; and

WHEREAS, if the project listed above is selected, Williamson County is committed to contributing the local funding match.

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Commissioners' Court:

- (a) That the Commissioners' Court of Williamson County does hereby approve submitting a project application to the Office of the Department of Transportation for funding for the above-described project from the Multimodal Project Discretionary Grant, or MPDG program.

RESOLVED this ____ day of April, 2024.

Bill Gravell, Jr., County Judge

ATTEST:

Nancy E. Rister, County Clerk

Exhibit “A”





April 30, 2024

The Honorable Pete Buttigieg
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: Multimodal Project Discretionary Grant (MPDG) for CHIPS Act Loop Jobs Connector

Dear Secretary Buttigieg:

I write to express Williamson County's financial commitment to the CHIPS Act Loop Jobs Connector funding application.

The Project's estimated construction cost is \$50M (as presented in our MPDG grant application). Williamson County commits to contributing \$10M in non-federal funds to support this Project as expressed in our Project application. The CHIPS Act Loop Jobs Connector Grant Request was approved by the Williamson County Commissioners Court on April 30, 2024 (see attached).

Our county is committed to this Project as the CHIPS Act Loop Jobs Connector project will provide an east-west route between FM 973 and SH 95. This new capacity will provide an alternative to US 79, which experiences substantial traffic delays through Hutto and Taylor, in order to access IH 35 and other major state highways in the area. This improved mobility will benefit existing high-tech facilities located south of US 79, such as Samsung, and new high-tech facilities proposed at the Hutto Megasite. The investment is vital to the economy of Central Texas and aims to provide safe and reliable roadways in an area of rapid population and economic growth. In addition, the reduction of heavy freight traffic on US 79 through Hutto and Taylor will enhance the City's reinvigoration and development efforts in the downtown area. If federal funding is provided, the County will obligate the funding within the time period set forth under federal-aid highway requirements.

I respectfully request that Williamson County's funding commitment be given full consideration as you consider our federal funds request of only \$40M to fill an existing funding gap. If you have any further questions, please contact me at (512) 943-1550 or ctyjudge@wilco.org.

Sincerely,

Judge Bill Gravell, Jr.
Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, TX 78626
ctyjudge@wilco.org

Grant Title/Project Name:	Multimodal Project Discretionary Grant (MPDG) / CHIPS Act Loop Job Connector Project (Corridor A2)
Department:	Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	Spring 2027
End Date:	Late 2028
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for CHIPS Act Loop Job Connector (Corridor A2) from FM 973 to SH 95.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$50,000,000.00
Please provide a breakdown of the total cost above.	Construction - \$50,000,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from 2023 Road Bond Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	\$10,000,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from 2023 Road Bond Funds.
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Future maintenance of the roadway will be Williamson County's obligation with an estimated inflated cost of \$49.9M over 50 years. This cost includes mill and overlay of the roadway every 8 years.
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	4/4/2024 10:05 AM
Created By	Vicky Edwards
Modified	
Modified By	

Commissioners Court - Regular Session**34.****Meeting Date:** 04/30/2024

23IFB67 - Corridor C / SH29 Bypass Extension Change Order #1 (Temporary Fence)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$6,201.00 for Project 23IFB67 Corridor C / SH29 Bypass Extension (Capital Excavation) P: 459 Funding Source: Road Bond.

Background

This Change Order provides payment to the Contractor for installing and removing a temporary 2-strand electric fence to contain the cattle on the Davidson Parcel while the Jonah water line is being installed. Please see the attached Change Order for additional details.

This Change Order results in a net increase of \$6,201.00 to the Contract amount, for an adjusted Contract total of \$30,547,049.03. The original Contract amount was \$30,540,848.03. As a result of this and all Change Orders to-date, \$6,201.00 has been added to the Contract, resulting in an .02% 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
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Attachments

23IFB67 Corridor C - CO#1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 09:37 AM

Started On: 04/24/2024 09:56 AM

CHANGE ORDER NUMBER: 1

☐ APPROVED

Number: _____

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # 23IFB67

TABLE A: Force Account Work and Materials Placed into Stock[illegible]**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
552-001	FURNISH,INSTALL AND REMOVE 2 STRAND ELECTRIC FENCE	LF	\$4.77	0.00	\$0.00	1,300.00	1,300.00	\$6,201.00	\$6,201.00
TOTALS					\$0.00			\$6,201.00	\$6,201.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**Corridor C/SH 29 Bypass
Williamson County Project No. 23IFB67**

Change Order No. 1

Reason for Change

This Change Order provides payment to the Contractor for installing and removing a temporary 2-strand electric fence to maintain the cattle within the private parcel while the Jonah water line is being installed.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
552-001	FURNISH, INSTALL, AND REMOVE 2-STRAND ELECTRIC FENCE	1,300	LF

This Change Order results in a net increase of \$6,201.00 to the Contract amount, for an adjusted Contract total of \$30,547,049.03. The original Contract amount was \$30,540,848.03. As a result of this and all Change Orders to-date, \$6,201.00 has been added to the Contract, resulting in an .02% 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.



ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc.
P.O. Box 54
Buda, Texas, 78610
Phone: 512-989-2259
Fax: 512-372-9375

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: March 19, 2024 **Proposal #:** 2176-001
Project: IFB Corridor C/SH 29 Bypass Linking Sam Houston Ave to SH 29, Georgetown
For: Capital Excavation - Williamson County

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
998-0001	Furnish & Install 2- Strand Electric Fence	LF	1,300.00	\$4.00	\$5,200.00
998-0002	Remove 2- Strand Electric Fence	LF	1,300.00	\$0.50	\$650.00
				TOTAL	\$5,850.00

Exclusions:

All permits, lane closures, traffic control, survey, layout, testing, maintenance, engineering, & utility potholing is excluded.

Mark-up for sub 5% \$292.50
Bond 1% \$61.43
Total: \$6,203.93

Notes:

The above pricing includes 1300' of 2 strand electric polystrap fence, solar powered electric charger, & t- posts at 20' spacing.
General Contractor to provide staging/storage area for ESSI materials & equipment.

*** Sales tax is not included in above pricing. Please send an exemption certificate if exempt, otherwise sales tax will be added.

If bond is required, add 2.5% of contract amount. $6203.93/1300=\$4.77$ LF=\$6,201.00

Pricing is good for thirty (30) days.

*****All bid prices are negotiable.*****

Respectfully submitted by Joshua Ealand

Accepted by: _____

Date: _____

Commissioners Court - Regular Session**35.****Meeting Date:** 04/30/2024

CR 314 SLG Contract Amendment No. 3

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 3 to the CR 314 and CR 332 Realignment design contract between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program. Project: P364 Fund Source: Road Bonds

Background

The Seiler Lankes Group LLC (SLG) Contract Amendment No. 3 increases the compensation cap by \$40,648.86 from \$1,701,601.96 to \$1,742,250.82 to allow for the execution of a SWA for CR 314 to design a right turn bay from IH 35 Northbound Frontage Road onto CR 314. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR314CR332-SLG-PSAAmendment03

CR314-SLG-WA04Supp05

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 11:09 AM

Started On: 04/17/2024 01:59 PM

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Planning and design of Road Bond Projects 3.10, 3.11 CR 314 – IH 35 to 0.96 miles East of
CR 332 and 3.12 CR 332 Realignment from FM 487 to CR 313 (“Project”)

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 21, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,701,601.96; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

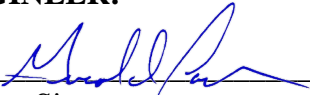
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,701,601.96 to \$1,742,250.82, reflecting a total increase of \$40,648.86.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature

Gerald Lankes
Printed Name

CEO
Title

04/19/2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

APPROVED

By Christen Eschberger at 10:10 am, Apr 25, 2024

**SUPPLEMENTAL WORK AUTHORIZATION NO. 05
TO
WORK AUTHORIZATION NO. 04**

**WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 314 Road Improvement**

This Supplemental Work Authorization No. 05 to Work Authorization No. 04 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 23, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 04 dated effective September 29, 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 Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

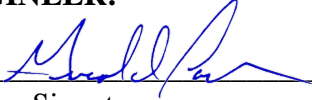
- I. The maximum amount payable for services under the Work Authorization is hereby increased from \$581,908.00 to \$622,556.86. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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 Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature

Gerald Lankes
Printed Name

CEO
Title

04/19/2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment B – Supplemental Services to be Provided by the Engineer

Attachment D – Fee Schedule

APPROVED

By Christen Eschberger at 10:09 am, Apr 25, 2024

ATTACHMENT B
SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE ENGINEER
FOR
CR 314

Right Turn Bay from IH35 northbound frontage road on to CR 314.

Contract No.
Work Authorization No. 4

Attachment D
Fee Schedule
Method of Payment: Specified Rate

CR 314
Williamson County

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC											
CR 314	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Engineer Tech	CADD Operator	Admin./ Clerical	Total Hours	Total Labor Cost
		\$207.36	\$193.54	\$152.07	\$124.42	\$96.77	\$88.47	\$71.89	\$55.30		
1. CR 314 - IH35 NBFR Right Turn Lane.											
a. Roadway Design/Plan Production.											
1. Title Sheet	1						4	4		8	\$641.44
2. Index Sheet	1						4	4		8	\$641.44
3. Typical Sections	1		5		8			8		21	\$2,538.18
4. Horizontal Alignment Data Sheet	1		2					4		6	\$674.64
5. Roadway Plan Layout	1		8				8	8		24	\$2,831.20
6. Quantity Summaries	3		8					4		12	\$1,835.88
7. Cross Sections	5		24					8		32	\$5,220.08
b. Traffic Control Design/Plan Production											
1. Advance Warning Sign Sheet	1		4					8		12	\$1,349.28
2. Sequence of Construction Sheet	1		4					4		8	\$1,061.72
c. Signing and Pavement Marking Design/Plan Production											
1. Signing and Pavement Marking Sheet	1		2		8			8		18	\$1,957.56
2. Summary of Small Signs Sheet	1				8			8		16	\$1,570.48
d. Erosion Control Design/Plan Production											
1. Erosion Control Sheet	1				8			8		16	\$1,570.48
e. Bid Documents and Construction Cost Estimate		2	8							10	\$1,963.04
f. Review Meetings (TxDOT meeting 60 % Submittal, 95% Submittal and 100% Submittal		4	4							8	\$1,603.60
g. Coordination between Design Engineer and TxDOT.		2	8							10	\$1,963.04
g. Internal QC Review Process and Documentation		4	8							12	\$2,377.76
h. TxDOT Reviews (3)			26							26	\$5,032.04
	Engineer's Design Fee										\$34,831.86
Total - Labor	18	12	111	0	32	0	16	76	0	247	\$34,831.86

Contract No.
Work Authorization No. 4

Attachment D
Fee Schedule
Method of Payment: Specified Rate

CR 314
Williamson County

SUB PROVIDER NAME: CLGANN, LLC											
	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In- Training	Engineer Tech	Sr. CADD Operator	Admin./ Clerical	Total Hours	Total Labor Cost
CR 314		\$250.00	\$225.00	\$180.00	\$150.00	\$125.00	\$125.00	\$135.00	\$90.00		
1. CR 314 - IH35 NBFR Right Turn Lane.											
11. PLAN PREPARATION (PS&E) SERVICES											
c. Drainage											
Drainage Area Map	1						4			4	\$500.00
Hydraulic Data Sheets	1		1				2			3	\$475.00
Culvert Profile	1						4			4	\$500.00
Drainage Plans	1		1				2			3	\$475.00
Drainage Summary	1						1			1	\$125.00
Total - Labor	5	0	2	0	0	0	13	0	0	15	\$2,075.00

WILLIAMSON COUNTY
SLG - CR 314 SUPPLEMENT-02
INLAND GEODETICS, LLC

SERVICE	No. of Parcels	2 CREW	3 CREW	4 CREW	1GPS	PM	RPLS	SEN TECH	TECH	LSLS	ADMIN	DIRECT	GPS REC.(\$15/Unit/Hour)	VEHICLES(\$60/Unit/Day)	ATV's (\$55/Unit/Day)	INDIRECT	TOTAL			
RATE / HOUR		\$150.00	\$170.00	\$190.00	\$120.00	\$140.00	\$135.00	\$102.00	\$102.00	\$150.00	\$58.00		# of Units	# of Hours	# of Units	# of Days	# of Units	# of Days		
TOPO												\$ -							\$ -	\$ -
ADMIN / Mobilization						1 HRS					2 HRS	\$ 256.00							\$ -	\$ 256.00
Topo IH 35 Northbound Frontage Rd (300LF)		8 HRS				1 HRS					1 HRS	\$ 1,398.00							\$ -	\$ 1,398.00
SUE		4 HRS										\$ 600.00							\$ -	\$ 600.00
Processing						1 HRS	1 HRS	8 HRS			1 HRS	\$ 1,149.00							\$ -	\$ 1,149.00
QAQC							1 HRS	2 HRS				\$ 339.00							\$ -	\$ 339.00
												\$ -							\$ -	\$ -
Topo Products		12 HRS	0 HRS	0 HRS	0 HRS	3 HRS	2 HRS	10 HRS	0 HRS	0 HRS	4 HRS	\$ 3,742.00		0 HRS		0 DAYS		0 DAYS	\$ -	\$ 3,742.00
PARCEL PRODUCTS		0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	\$ -		0 HRS		0 DAYS		0 DAYS	\$ -	\$ -
OTHER SURVEYING TASKS		0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	\$ -		0 HRS		0 DAYS		0 DAYS	\$ -	\$ -
		0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	\$ -		0 HRS		0 DAYS		0 DAYS	\$ -	\$ -
SUB-TOTAL		12 HRS	0 HRS	0 HRS	0 HRS	3 HRS	2 HRS	10 HRS	0 HRS	0 HRS	4 HRS	\$ 3,742.00	TOTAL	0 HRS	TOTAL	0 DAYS	TOTAL	0 DAYS	\$ -	\$ 3,742.00
REIMBURSEABLE ITEMS																				\$ -
REIMBURSEABLE SERVICES																				\$ -
ESTIMATED FEE		\$1,800	\$0	\$0	\$0	\$420	\$270	\$1,020	\$0	\$0	\$232			\$0	\$0		\$0			\$ 3,742.00

3,742

Cost Variables:		Reimbursable Services Include:		Reimbursable Fees Include:	
GPS Receivers	\$15		\$0.00		
Vehicle	\$60		\$0.00		
ATV	\$55		\$0.00		\$0.00
		Total:	<u>\$0.00</u>	Total:	<u>\$0.00</u>

Contract No.
Work Authorization No. 4

Attachment D
Fee Schedule

CR 314
Williamson County

Totals	
SLG	\$ 34,831.86
CLG	\$ 2,075.00
INL	\$ 3,742.00
Total	\$ 40,648.86

Commissioners Court - Regular Session**36.****Meeting Date:** 04/30/2024

Chandler Rd Ext HZ PSA Amendment 01

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Chandler Road Extension design contract between Williamson County and Huitt-Zollars, Inc. relating to the 2013 Road Bond Program.
Project: P294 Fund Source: Road Bonds.

Background

The Huitt-Zollars, Inc. Contract Amendment No. 1 increases the compensation cap by \$400,000.00 from \$700,000.00 to \$1,100,000.00 to allow for the execution of a SWA to revise schematic alignments to match a new typical section and for the southern end to tie into US 79 in-line with existing FM 619 at the Union Pacific Railroad tracks. Amendment No. 1 also proposes to update the Exhibit D - Rate Schedule utilizing the CPI language from the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ChandlerRdExt-HZ-Amendment01

ChandlerRdExt-HZ-WA01Supp07

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 11:10 AM

Started On: 04/25/2024

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT: CHANDLER ROAD
EXTENSION (CORRIDOR B3) CORRIDOR PLANNING STUDIES ("Project")**

THIS CONTRACT AMENDMENT NO. 01 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Huitt-Zollars, Inc** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective June 4, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 700,000; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$700,000 to \$1,100,000.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

Chandler Road Extension

June 2023 - June 2024

HOURLY RATE SHEET

Engineering

Principal	\$ 313.01
QA Manager	\$ 246.80
Sr. Project Manager	\$ 300.98
Project Manager	\$ 240.78
Sr. Civil Engineer	\$ 246.80
Sr. Structural Engineer	\$ 258.84
Civil Engineer	\$ 198.64
Structural Engineer	\$ 198.64
Engineer Intern	\$ 144.47
Sr. Designer	\$ 162.53
Designer	\$ 144.47
Sr. CADD Technician	\$ 156.51
CADD Technician	\$ 108.35

Administrative

Sr. Project Support	\$ 114.37
Project Support	\$ 84.27

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
June 2019 PSA SIGNED	246.515
June 2023	296.789
DELTA	120.39%

SUPPLEMENTAL WORK AUTHORIZATION NO. 7
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
CHANDLER ROAD EXTENSION (CORRIDOR B3)
CORRIDOR PLANNING STUDIES

This Supplemental Work Authorization No. 7 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated June 4, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Huitt-Zollars, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective July 8, 2019 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

- I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B-1" (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$688,827.00 to \$1,078,753.72, reflecting an increase of \$389,926.72. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).
- III. The Work Authorization shall terminate on April 30, 2025. 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).

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.

By Christen Eschberger at 10:05 am, Apr 25, 2024

ATTACHMENT B-1
SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE
ENGINEER
PRELIMINARY ENGINEERING FOR CHANDLER ROAD

PROJECT DESCRIPTION

This supplemental work authorization (SWA) amends and revises the original work authorization (WA) Chandler Road Extension (Corridor B3) project. SWA07 to WA01 includes the following (please note, all work through SWA04 was near completion when work was stopped by the County on 9/28/22):

- Revising plan view schematic alignments to match new typical section, in addition to revising the southern end of the alignment to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks. A summary of the changes is noted below:
 - Reduce ROW width from 350' to 227'.
 - Reduce inside shoulders of main lanes from 2-8' shoulders to 2-6' shoulders.
 - Move all frontage roads from being 67' from the outside shoulder of the main lanes to 6' from the outside shoulder of the main lanes.
 - Revise all proposed direct connectors, entrance, and exit ramps to/from main lanes and frontage roads.
 - Add a 10' shared-use path (SUP) on both sides of the controlled access facility (no SUP was included in the original typical section).
 - Revise the southern end of the alignment to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks.
 - Revise existing FM 619 alignment north of U.S. 79 to tie perpendicularly into new Chandler Road alignment.
- Revising conceptual schematic profiles. Below is a summary of the changes:
 - Where alignment remains unchanged, review profiles of main lanes to verify no adjustments needed for reduced inside shoulder widths.
 - Where southern end of alignment is revised to tie into U.S. 79 at FM 619 as described previously, revise profiles accordingly.
 - Produce preliminary profile of new FM 619 alignment north of U.S. 79 as described previously.
 - Revise all frontage road profiles for new locations closer to the main lanes.
 - Revise all direct connector, entrance, and exit ramp profiles.
- Revising cross-sections. A summary of the changes is noted below:
 - Revise all cross-section templates based on new typical section, horizontal geometry, and vertical geometry.
 - Revise all corridor models.
 - Produce updated cross-sections.
- Note, this scope presumes the following:

- The project will follow the same greenfield alignment as shown on the previously agreed upon schematic, dated 5/27/21, with the exception that the southern end of the alignment is to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks.
- The project will tie into existing S.H. 95 as shown on the previously agreed upon schematic, dated 5/27/21.
- The profile of the 10' SUP's is to follow the profile of the adjacent frontage road. No separate profiles of the SUP's will be required.

The additional work resulting from these modifications are outlined below.

1. PROJECT MANAGEMENT

The project management scope of work and associated fees have been modified based on the following:

- a. COMMUNICATION
 - No additional work under this SWA.
- b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS
 - Prepare correspondence, invoices, and progress reports on a monthly basis.
- c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN
 - No additional work under this SWA.
- d. PROJECT COORDINATION & ADMINISTRATION
 - Prepare and maintain routine project record keeping.
- e. PROGRESS/COORDINATION MEETINGS
 - Prepare for and conduct project team biweekly coordination/progress meetings.
 - Prepare agenda, sign-in sheets, meeting minutes
- f. PROJECT SCHEDULE
 - Update schedule and list of deliverables indicating tasks, subtasks, critical dates, milestones, and deliverables.

DELIVERABLES:

- Monthly Invoices and Progress Reports
- Schedule and List of Deliverables Updates

2. ROUTE AND DESIGN STUDIES

- a. DATA COLLECTION
 - No additional work under this SWA.

- b. STUDY AREA MAP
 - No additional work under this SWA.
- c. STAKEHOLDER COORDINATION (**assumes 15 meetings**)
 - No additional work under this SWA.
- d. CONSTRAINTS MAP
 - No additional work under this SWA.
- e. DESIGN CRITERIA
 - No additional work under this SWA.
- f. ROUTE LOCATION STUDIES
 - No additional work under this SWA.
- g. PRELIMINARY COST ESTIMATES
 - Revise cost estimate accordingly.
- h. PRELIMINARY RIGHT-OF-WAY REQUIREMENT
 - No additional work under this SWA.
- i. CONCEPTUAL DESIGN ALIGNMENT
 - Revising plan view schematic alignments to match new typical section, in addition to revising the southern end of the alignment to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks. A summary of the changes is noted below:
 - Reduce ROW width from 350' to 227'.
 - Reduce inside shoulders of main lanes from 2-8' shoulders to 2-6' shoulders.
 - Move all frontage roads from being 67' from the outside shoulder of the main lanes to 6' from the outside shoulder of the main lanes.
 - Revise all proposed direct connectors, entrance, and exit ramps to/from main lanes and frontage roads.
 - Add a 10' shared-use path (SUP) on both sides of the controlled access facility (no SUP was included in the original typical section).
 - Revise the southern end of the alignment to tie into U.S. 79 such that it is in line with existing FM 619 at the Union Pacific railroad tracks.
- j. CONCEPTUAL DESIGN PROFILES
 - Revising conceptual schematic profiles. Below is a summary of the changes:
 - Where alignment remains unchanged, review profiles of main lanes to verify no adjustments needed for reduced inside shoulder widths.
 - Where southern end of alignment is revised to tie into U.S. 79 at FM 619 as described previously, revise profiles accordingly.

- Revise all frontage road profiles for new locations closer to the main lanes.
- Revise all direct connector, entrance, and exit ramp profiles.

k. CONCEPTUAL DESIGN CROSS-SECTIONS

- Revise cross-sections. A summary of the changes is noted below:
 - Revise all cross-section templates based on new typical section, horizontal geometry, and vertical geometry.
 - Revise all corridor models.
 - Produce updated cross-sections.

DELIVERABLES:

- Revised Draft Plan and Profile Roll Plots
- Revised Draft Preliminary Cost Estimate
- Revised Draft Drainage Memorandum
- *Final Plan and Profile Roll Plots (per previous supplemental)*
- *Final Preliminary Cost Estimate (per previous supplemental)*
- *Final Drainage Memorandum (per previous supplemental)*

3. PUBLIC INVOLVEMENT

Public involvement activities will be conducted through the County's existing public involvement consultant. Huitt-Zollars will coordinate and provide support for the following activities with the County's GEC.

a. PUBLIC INVOLVEMENT PLAN

- Coordinate/review Corridor specific updates

b. STAKEHOLDER OUTREACH AND MEETINGS

- Update ROW/Property Owner/Parcel Exhibits (up to 46 total).
- Attend meetings to answer questions and give general project considerations. (Assume up to two rounds of outreach to up to five key stakeholders, 10 meetings total.)
- Document meetings

c. PUBLIC MEETING/OPEN HOUSE (one public meeting assumed)

- Attend pre-meeting preparation with GEC
- Assist/support GEC in preparing technical/engineering related exhibit materials.
- Provide staff to attend and support County and GEC at public/open house meeting to solicit input and answer questions from the public.
- Prepare public meeting summary and responses to any comments or questions provided.






















DELIVERABLES:

- Technical/Engineering Exhibits for Public Meeting in Support of County/GEC lead
- Public Meeting Summary and comment responses

4. SURVEYING AND ROW MAPPING
No work under this SWA.
5. SCHEMATIC DEVELOPMENT
No work under this SWA.
6. DRAINAGE STUDY
No work under this SWA.
7. ENVIRONMENTAL SERVICES
No work under this SWA.
8. GEOTECHNICAL SERVICES
No work under this SWA.
9. PLAN PREPARATION
No work under this SWA.
10. PERMITTING SERVICES
No work under this SWA.
11. BIDDING PHASE SERVICES
No work under this SWA.






















ATTACHMENT C - WILLIAMSON COUNTY CHANDLER ROAD EXTENSION (CORRIDOR B3) WORK SCHEDULE

ID	Task Name	Duration	Start	Finish	2019				2020				2021				2022				2023				2024				2025			
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	Williamson County Chandler Road Extension (Corridor B3)	1497 days	Wed 5/29/19	Thu 2/20/25																												
2	Commission Approves Professional Service Agreement	0 days	Wed 5/29/19	Wed 5/29/19																												
3	Prepare Corridor Study Work Authorization 01	20 days	Wed 5/29/19	Tue 6/25/19																												
4	WA01 Notice to Proceed	0 days	Thu 7/18/19	Thu 7/18/19																												
5	Project Kick-off Meeting	0 days	Tue 7/23/19	Tue 7/23/19																												
6	1. Project Management	487 days	Thu 7/18/19	Fri 5/28/21																												
7	c. QA/QC Plan	16 days	Thu 7/18/19	Thu 8/8/19																												
8	Prepare Draft	9 days	Thu 7/18/19	Tue 7/30/19																												
9	GEC Review	4 days	Wed 7/31/19	Mon 8/5/19																												
10	Respond to Comments & Finalize	3 days	Tue 8/6/19	Thu 8/8/19																												
11	d. Project Coordination & Administration	450 days	Tue 7/23/19	Fri 5/28/21																												
12	e. Progress/Coordination Meetings	370 days	Tue 8/20/19	Wed 5/5/21																												
13	f. Project Schedule	25 days	Tue 7/23/19	Mon 8/26/19																												
14	2. Route & Design Studies	529 days	Tue 7/23/19	Fri 7/30/21																												
15	a. Data Collection	187 days	Tue 7/23/19	Wed 4/8/20																												
16	Environmental GIS Data	10 days	Tue 7/23/19	Mon 8/5/19																												
17	Property Owner Info	20 days	Thu 10/31/19	Wed 11/27/19																												
18	Update Property Owner Info per Modified Alternatives	25 days	Thu 3/5/20	Wed 4/8/20																												
19	Traffic Data	40 days	Tue 8/27/19	Mon 10/21/19																												
20	Traffic Memo	429 days	Tue 10/22/19	Fri 6/11/21																												
21	Prepare Draft	27 days	Tue 10/22/19	Wed 11/27/19																												
22	Obtain Additional Traffic Data for Modified Alternatives	30 days	Mon 3/22/21	Fri 4/30/21																												
23	Update per Modified Alternatives	10 days	Thu 11/26/20	Fri 5/14/21																												
24	GEC Review	10 days	Mon 5/17/21	Fri 5/28/21																												
25	Respond to Comments & Finalize	10 days	Mon 5/31/21	Fri 6/11/21																												
26	b. Study Area Map	15 days	Tue 8/6/19	Mon 8/26/19																												
27	c. Stakeholder Coordination	50 days	Thu 12/19/19	Wed 2/26/20																												
28	d. Constraints Map	30 days	Tue 8/6/19	Mon 9/16/19																												
29	Prepare Draft	15 days	Tue 8/6/19	Mon 8/26/19																												
30	GEC Review	10 days	Tue 8/27/19	Mon 9/9/19																												
31	Respond to Comments & Finalize	5 days	Tue 9/10/19	Mon 9/16/19																												
32	e. Design Criteria	32 days	Tue 8/27/19	Wed 10/9/19																												
33	Prepare DSR (w/ typical sections)	17 days	Tue 8/27/19	Wed 9/18/19																												
34	GEC Review	10 days	Thu 9/19/19	Wed 10/2/19																												
35	Respond to Comments & Finalize	5 days	Thu 10/3/19	Wed 10/9/19																												
36	f. Route Location Studies	487 days	Thu 9/19/19	Fri 7/30/21																												

Project: Wilco Chandler Rd Ext Date: Fri 3/29/24	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			

ATTACHMENT C - WILLIAMSON COUNTY CHANDLER ROAD EXTENSION (CORRIDOR B3) WORK SCHEDULE






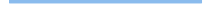















ID	Task Name	Duration	Start	Finish	2019				2020				2021				2022				2023				2024				2025			
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
37	Develop Corridor Alternatives	296 days	Thu 9/19/19	Thu 11/5/20																												
38	Develop Preliminary Corridor Alternatives (x5)	20 days	Thu 9/19/19	Wed 10/16/19																												
39	GEC Review	18 days	Thu 10/17/19	Mon 11/11/19																												
40	Modify Corridor Alternatives (x2 w/ Interchanges)	24 days	Tue 11/12/19	Fri 12/13/19																												
41	Meeting w/ WilCo	0 days	Wed 12/18/19	Wed 12/18/19																												
42	Modify Corridor Alternatives	55 days	Thu 12/19/19	Wed 3/4/20																												
43	WilCo Review	35 days	Thu 3/5/20	Wed 4/22/20																												
44	Modify Corridor Alternatives	30 days	Thu 4/23/20	Wed 6/3/20																												
45	WilCo Review	41 days	Thu 6/4/20	Thu 7/30/20																												
46	Refine Alternative A	70 days	Fri 7/31/20	Thu 11/5/20																												
47	Initial Screening & Evaluation Criteria	280 days	Thu 10/17/19	Wed 11/11/20																												
48	Prepare Alternatives Evaluation Screening Matrix	10 days	Thu 10/17/19	Wed 10/30/19																												
49	GEC Review	10 days	Thu 10/31/19	Wed 11/13/19																												
50	Respond to Comments	5 days	Thu 11/14/19	Wed 11/20/19																												
51	WilCo Review	20 days	Thu 11/21/19	Wed 12/18/19																												
52	Screen Modified Corridor Alternatives	15 days	Tue 1/21/20	Wed 3/4/20																												
53	Update Alternative Evaluation Matrix	4 days	Fri 11/6/20	Wed 11/11/20																												
54	Alternatives Evaluation Technical Report	467 days	Thu 10/17/19	Fri 7/30/21																												
55	Prepare Preliminary Alternatives Evaluation Tech Report	18 days	Thu 10/17/19	Mon 11/11/19																												
56	Update for Modified Alternatives	10 days	Tue 3/2/21	Mon 3/15/21																												
57	Update with PI Summary	75 days	Thu 3/18/21	Fri 7/2/21																												
58	GEC Review	10 days	Mon 7/5/21	Fri 7/16/21																												
59	Respond to Comments & Finalize	10 days	Mon 7/19/21	Fri 7/30/21																												
60	Recommended Alternative	20 days	Thu 11/12/20	Wed 12/9/20																												
61	Select Recommended Alternative	10 days	Thu 11/12/20	Wed 11/25/20																												
62	WilCo Approval	10 days	Thu 11/26/20	Wed 12/9/20																												
63	g. Preliminary Cost Estimates	30 days	Thu 12/10/20	Wed 1/20/21																												
64	Prepare Draft	15 days	Thu 12/10/20	Wed 12/30/20																												
65	GEC Review	10 days	Thu 12/31/20	Wed 1/13/21																												
66	Respond to Comments & Finalize	5 days	Thu 1/14/21	Wed 1/20/21																												
67	h. Preliminary ROW Requirement	30 days	Thu 12/10/20	Wed 1/20/21																												
68	Prepare Draft (w/ typical sections)	15 days	Thu 12/10/20	Wed 12/30/20																												
69	GEC Review	10 days	Thu 12/31/20	Wed 1/13/21																												
70	Respond to Comments & Finalize	5 days	Thu 1/14/21	Wed 1/20/21																												
71	i. Conceptual Design Alignment	109 days	Thu 12/10/20	Tue 5/11/21																												
72	Prepare Draft	62 days	Thu 12/10/20	Tue 4/13/21																												

Project: Wilco Chandler Rd Ext Date: Fri 3/29/24	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			

[illegible]

Project: Wilco Chandler Rd Ext Date: Fri 3/29/24	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			

[illegible]

Project: Wilco Chandler Rd Ext Date: Fri 3/29/24	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			

ATTACHMENT D

FEE SCHEDULE

Prime: HUITT-ZOLLARS

Project: Williamson County Chandler Road Extension (Corridor B3)

Reduced ROW / Revised Typical Section / Revised Tie-In to U.S. 79

Prime: HUITT-ZOLLARS	Qty	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
1. Project Management																		
a. Communication																	0	\$0.00
b. Monthly Progress Reports, Invoices & Billings																	0	\$0.00
Prepare WA01 Subconsultant Agreements																	0	\$0.00
Prepare monthly invoices and progress reports (assume 1.5 hrs/mo for 9 addtl mos)				13.5											9		22.5	\$5,092.56
c. QA/QC Plan																	0	\$0.00
Prepare QA/QC plan																	0	\$0.00
d. Project Coordination & Administration																	0	\$0.00
Prepare & maintain routine project record keeping (9 addtl mos)				9		9									9		27	\$5,959.35
Manage project - Prepare Subconsultant Agreements																	0	\$0.00
Support County Coordination w/ City of Taylor				8		8											16	\$4,382.24
Coordinate w/ UPRR																	0	\$0.00
Support County Coordination w/ TxDOT AUS re US 79 interchange																	0	\$0.00
Initiate, Coordinate, and Manage Survey Design Studies / Services																	0	\$0.00
e. Progress/Coordination Meetings																	0	\$0.00
Attend coordination/progress meeting (team biweekly mtgs for 9 months)(18 meetings)				18		18				18							54	\$12,460.50
Prepare agenda, sign-in sheets, meeting minutes (team biweekly mtgs for 9 months)(18 meetings)				36												18	54	\$12,352.14
f. Project Schedule																	0	\$0.00
Develop project schedule																	0	\$0.00
Monthly schedule update (assume 1 hr/mo for 9 addtl mos)				9													9	\$2,708.82
Labor Hours - Subtotal	0	0	0	93.5	0	35	0	0	0	18	0	0	0	0	18	18	182.5	\$ 42,955.61
Labor Hour Cost		\$313.01	\$246.80	\$300.98	\$240.78	\$246.80	\$198.64	\$258.84	\$198.64	\$144.47	\$162.53	\$144.47	\$156.51	\$108.35	\$114.37	\$84.27		
Subtotal		\$0.00	\$0.00	\$28,141.63	\$0.00	\$8,638.00	\$0.00	\$0.00	\$0.00	\$2,600.46	\$0.00	\$0.00	\$0.00	\$0.00	\$2,058.66	\$1,516.86		\$42,955.61
2. Route & Design Studies - Reduce ROW / RevisedTypical Section																		
a. Revise Plan View Schematic Alignments for Reduced ROW (225' ROW) and Revised Tie-In to U.S. 79																		
1. Reduce inside shoulders of main lanes from 2-8' shoulders to 2-6' shoulders.			1	4		8					16						29	\$6,025.60
2. Move all frontage roads from being 67' from the outside shoulder of the main lanes to 6' from the outside shoulder of the main lanes.			1	8		30					60						99	\$19,810.44
3. Revise all proposed direct connectors, entrance, and exit ramps to/from main lanes and frontage roads.			1	8		25					50						84	\$16,951.14
4. Add a 10' shared-use path (SUP) on both sides of the controlled access facility (no SUP was included in the original typical section).			1	2		8					16						27	\$5,423.64
5. Revise plan view schematic for revised tie-in to U.S. 79 / create exhibit for County coordination with TxDOT			2	20		32					40						94	\$20,912.00
b. Submit Revised Plan View Schematic to County & Address County Review Comments (up to two occurrences) ¹				24		30					60						114	\$24,379.32
c. Revise Conceptual Schematic Profile & Cross-Sections for Reduced ROW (225' ROW)																		
1a. Generate baseline alignments for E-W main lanes with stationing (covered under SWA04)																	0	\$0.00
1b. Revise baseline alignments for N-S main lanes for new tie-in to U.S. 79			0.5	1		1					4						6.5	\$1,321.30
1c. Revise baseline alignments for E-W and N-S frontage roads			1	1		2					16						20	\$3,641.86
2a. Generate existing ground profiles for E-W main lanes (covered under SWA04)																	0	\$0.00
2b. Revise existing ground profiles for N-S main lanes for new tie-in to U.S. 79			0.5	1		1					4						6.5	\$1,321.30
2c. Revise existing ground profile for E-W and N-S frontage roads			1	1		2					16						20	\$3,641.86
3a. Design profiles of proposed E-W main lanes (covered under SWA04)																	0	\$0.00
3b. Revise profiles of proposed N-S main lanes for new tie-in to U.S. 79			0.5	2		12					12						26.5	\$5,637.32
3c. Revise profiles of proposed E-W and N-S frontage roads			2	4		80					80						166	\$34,443.92
3d. Revise profiles of entrance and exit ramps (new frontage road locations) - verify horizontal limits			2	2		20					40						64	\$12,532.76
3e. Produce preliminary profile of new FM 619 alignment north of U.S. 79 to tie perpendicularly into new Chandler Road alignment			1	2		12					24						39	\$7,711.08
4a. Revise cross-section templates and corridor models			2	4		80					80						166	\$34,443.92
4b. Analyze revised cross-sections, determine grading limits, adjust ROW width as necessary (covered under SWA04)																	0	\$0.00
5. Revise Drainage Analysis for ROW Verification Using Current Drainage Criteria (ditches, drains, detention)/Drainage memo			2	4		72					72						150	\$31,169.28
6. Adjust profile and cross-sections to minimize ROW width where necessary/possible (covered under SWA04)																	0	\$0.00
7a. Revise conceptual plan and profile roll plots for main lanes (H: 1"=100', V: 1"=10')			2	4		16					32						54	\$10,847.28
7b. Revise conceptual plan and profile roll plots for frontage roads and direct connectors (H: 1"=100', V: 1"=10')			2	4		16					32						54	\$10,847.28
8. Revise Engineers Estimate of Construction Cost			2	4		20					20						46	\$9,884.12
d. Submit to County & Address County Review Comments (up to one occurrence) ¹ (covered under SWA04)																	0	\$0.00
Labor Hours - Subtotal	0	0	24.5	100	0	467	0	0	0	0	674	0	0	0	0	0	1265.5	\$260,945.42
Labor Hour Cost		\$313.01	\$246.80	\$300.98	\$240.78	\$246.80	\$198.64	\$258.84	\$198.64	\$144.47	\$162.53	\$144.47	\$156.51	\$108.35	\$114.37	\$84.27		
Subtotal		\$0.00	\$6,046.60	\$30,098.00	\$0.00	\$115,255.60	\$0.00	\$0.00	\$0.00	\$0.00	\$109,545.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$260,945.42
3. Public Involvement																		
a. Public Involvement Plan (PIP)																		
Coordinate/review Corridor specific updates (PIP by County, assume prep and 1 mtg w PI consultant & GEC)				2		2					3						7	\$1,583.15
b. Stakeholder Outreach & Meetings																	0	\$0.00
Identify & contact key stakeholders to set up 1-on-1 meetings (by GEC)																	0	\$0.00
Update ROW /Property Owner/ Parcel Exhibits (46 total)				50		50					100						200	\$43,642.00
Attend meetings (assume up to 2 rounds; up to 5 key SH) (material prep, 10 mtgs total)				40		20											60	\$16,975.20
Document meetings				20												10	30	\$6,862.30
c. Public Meeting/Open House																	0	\$0.00
Attend pre-meeting preparation with GEC (assume 1 mtg, material prep)				4		6											10	\$2,684.72
Prepare handout materials, presentation & exhibits (assist/support GEC lead)				4		4					12					12	32	\$5,152.72
Conduct and facilitate meeting(s) (by GEC)																	0	\$0.00
Assist in coordinating meeting logistics (by GEC)																	0	\$0.00
Provide staff to attend public meeting (by GEC)				4		4											8	\$2,191.12
Prepare meeting summary & responses (review GEC drafts, address comments, finalize)				12		8										16	36	\$6,934.48
Labor Hours - Subtotal	0	0	0	136	0	94	0	0	0	0	115	0	0	0	0	38	383	\$86,025.69
Labor Hour Cost		\$313.01	\$246.80	\$300.98	\$240.78	\$246.80	\$198.64	\$258.84	\$198.64	\$144.47	\$162.53	\$144.47	\$156.51	\$108.35	\$114.37	\$84.27		
		\$0.00	\$0.00	\$40,933.28	\$0.00	\$23,199.20	\$0.00	\$0.00	\$0.00	\$0.00	\$18,690.95	\$0.00	\$0.00	\$0.00	\$0.00	\$3,202.26		\$86,025.69
Grand Total																		\$389,926.72

Project: Williamson County Chandler Road Extension (Corridor B3)

Reduced ROW / Revised Typical Section / Revised Tie-In to U.S. 79

Prime: HUITT-ZOLLARS	Qty	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
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- Notes:
- (1) Presumes minor comments by the County, no major changes, and only up to the hours stated. (up to one occurrence). The County will not be billed for plan revisions resulting from engineering errors or omissions.
 - (2) Fee schedule does not include profiling of SH 95 improvements.
 - (3) Fee schedule presumes the project will follow the same greenfield alignment and will tie into existing S.H. 95 as shown on the previously agreed upon schematic, dated 5/27/21.
 - (4) Fee schedule presumes the profile of the 10' SUP's is to follow the profile of the adjacent frontage road. No separate profiles of the SUP's will be required.

Commissioners Court - Regular Session**37.****Meeting Date:** 04/30/2024

Southwest Bypass Ext 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 Southwest Bypass Extension Project, a Road Bond Project in Commissioner Pct. 3. P352.

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
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Attachments

SWBypassExt-CAR-LetterofTransfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 10:10 AM

Started On: 04/25/2024 01:13 AM

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 Southwest Bypass Project

Project No. SWCA# 61892

County(ies) Williamson County, Texas

Site No(s) 41WM1148

Permitting Agency THC – ACT

Permit # 30107

Description of Materials Records and photographs generated during intensive archaeological survey.

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

Hon. Bill Gravel, Jr.

Authorized Agent of Sponsor (type or print)

Williamson County Judge

Title/Position

Date

Address:

710 South Main Street, Ste. 101

Georgetown, TX 78626



Signature - Authorized Agent of Sub. Arch.

Chris Shelton

Authorized Agent of Sub. Arch. (type or print)

Principal Investigator / Project Manager

Title/Position

March 22, 2024

Date

Address:

SWCA Environmental Consultants

4407 Monterey Oaks Blvd

Building 1, Suite 110

Austin, Texas 78749

Commissioners Court - Regular Session**38.****Meeting Date:** 04/30/2024

E Wilco Highway First Amendment to Possession & Use Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a First Amendment to Possession and Use Agreement for Transportation Purposes with Jerry J. Wolfe as the Trustee of The Tiffany Tankersly Wolfe 1997 Children's Trust and Steven J. Wolfe for right of way purchased on the E. Wilco Highway Segment 1 (Parcel 26) project. Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

PUA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 12:33 PM

Started On: 04/24/2024 05:03 PM

**FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT FOR
TRANSPORTATION PURPOSES**

East Wilco Highway—Parcel 26

THIS FIRST AMENDMENT TO POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES (the “First Amendment”), is entered into by and among **WILLIAMSON COUNTY, TEXAS**, (the “County”) and **JERRY J. WOLFE, AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN’S TRUST and STEVEN J. WOLFE** (referred to in this contract as “Grantor”, whether one or more). The Grantor and the County are individually referred to as “Party” and collectively referred to as the “Parties”. Each of the Parties confirms that it has the authority to enter into this First Amendment and the ability to perform its obligations under this First Amendment, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, on or about the 13TH day of July, 2021, the Parties entered into that one certain Possession and Use Agreement for Transportation Purposes (“PUA”), recorded as **Document No. 2021109286** of the Official Records of Williamson County, Texas, for the possession of 39.682 acres of real property for construction of proposed East Wilco Highway/Southeast Loop roadway improvements, and additional Other conditions of the Parties; and

WHEREAS, subsequent to the full execution of the PUA, the Parties desired to modify the description of the additional remainder portions of the Property to be conveyed, and Purchaser desires to agree to the requested modification; and

WHEREAS, certain conditions and obligations within the PUA were incorporated by reference into a Rule 11 Condemnation Settlement Agreement dated August 19, 2021 and filed among the papers of Cause No. 21-0720-CC4, and into an Agreed Amended Judgment in Absence of Objections recorded as **Document No. 2022142027** of the Official Public Records of Williamson County, Texas (“the Condemnation Case Settlement”).

WHEREAS, the Parties desire to amend and correct the obligations of the County related to the installation of utility sleeve casings and allowable crossings within the PUA; and

WHEREAS, the Parties have prepared and approved revised exhibits which set out the amended obligations of the Parties with respect to utility sleeve casings and allowable crossing issues within the PUA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and

subject to the terms and conditions hereinafter set forth, the County and the Grantor mutually agree as follows:

Section 1. Definitions

All terms used herein shall have the meanings assigned to them in the PUA unless the context clearly requires otherwise.

Section 2. Amendment

(a) Paragraph 14(c) of the PUA is amended as follows:

As part of the Construction of the Roadway Construction Project for Southeast Loop/East Wilco Highway Segment 2 upon the Property and other property owned or possessed by County, and as an additional form of consideration for modification of the Condemnation Case Settlement, the County at its sole expense shall install utility sleeve casings in the locations and according to the design specifications as shown on Exhibit "B" attached hereto and incorporated herein. Utilities may be installed in the sleeves upon the receipt of a permit from the appropriate utility company. As a result of relocating the utility sleeves, County will save construction costs by eliminating the need to jack and bore. County agrees Grantor will incur additional construction costs of \$334,461 due to relocating the utility sleeve, and County agrees to compensate Grantor \$334,461 within forty-five (45) days of full execution of this First PUA Amendment. Should the County fail to tender said funds within said forty-five (45) days, then Grantor shall be entitled to receive post-judgment interest on said amount at the published rate until the date of full payment in accordance with this PUA Amendment.

The funds paid hereunder and described in this paragraph as well as the non-monetary consideration described herein is being paid to Grantor under the threat of condemnation as settlement of an eminent domain case.

(b) Paragraph 14(d) of the PUA is amended as follows:

County agrees that Grantor shall be entitled to cross the Property and the County's Roadway Construction Project with utilities, including but not limited to within the sleeves provided for in Paragraph 14(c) herein, provided such crossings shall occur at a 45 degree angle or greater, and in the locations otherwise shown in Exhibit "B".

Section 3. Miscellaneous

(a) To the extent necessary to affect the terms and provisions of this First Amendment, the PUA is hereby amended and modified. In all other respects, the aforesaid PUA is hereby ratified and confirmed.

(b) This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly effective as of the last date executed by the parties below.

[signature pages follow]

GRANTOR:

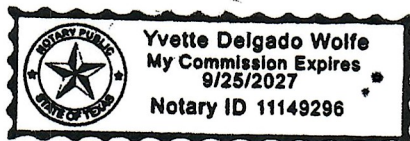
J. J. Wolfe
Jerry J. Wolfe, as the Trustee of the
Tiffany Tankersley Wolfe 1997 Children's Trust

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on April 23rd 2024 by
Jerry J. Wolfe, in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public—State of Texas

Steven J. Wolfe
Steven J. Wolfe

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on April 23rd 2024 by
Steven J. Wolfe, in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public—State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____ Address: 710 Main Street, Suite 101
Bill Gravell, Jr. Georgetown, Texas 78626
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

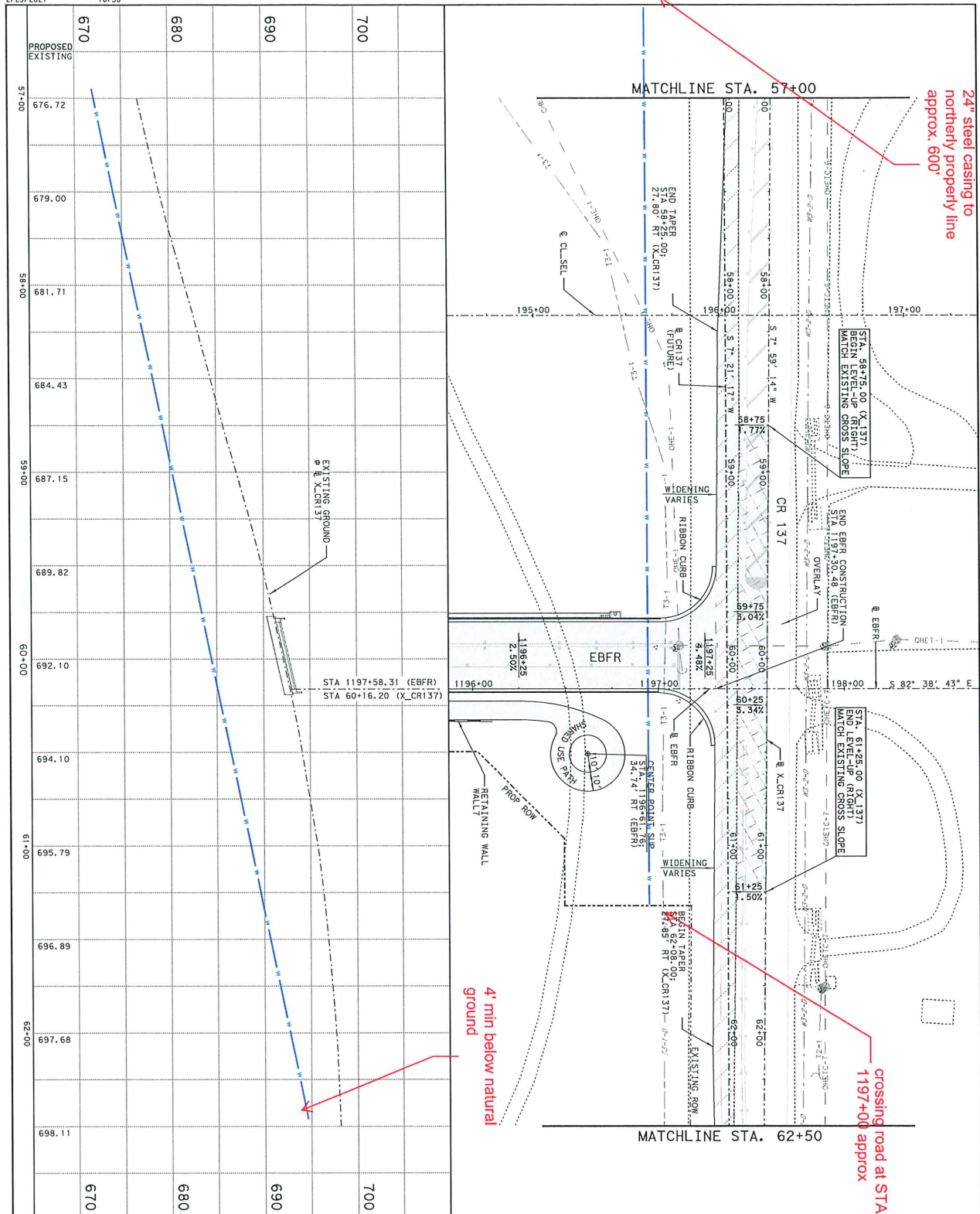
This instrument was acknowledged before me on _____ by Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

EXHIBIT "B"

100% SUBMITTAL

pw://rtg-pw.bentley.com/rtg-pw/Documents/8760201/CADD/Plan Sheets/Roadway/SELSIP1*RD*PP*1SEC*CR137*02.dgn
2/23/2021 10:38



**SE LOOP SEGMENT 1 PHASE 1
PLAN & PROFILE
CROSS STREETS
CR 137
STA. 57+00-STA. 62+50**

RTG
RODRIGUEZ
TRANSPORTATION
GROUP

WILLIAMSON
COUNTY
SEAL

2/23/2021

66414

DAVID W. ROBERTSON
REGISTERED PROFESSIONAL ENGINEER
NO. 66414

LEGEND

- EXISTING ROW
- PROPOSED ROW
- EXISTING PLAN LIMITS
- PROPOSED PLAN LIMITS
- PROPOSED DRAINAGE
- EXISTING UTILITIES
- ALIGNMENT CURVE NAME
- DRIVEWAY NUMBER
- PROPOSED CONSTRUCTION
- MILL/LEVEL UP
- PROPOSED WIDENING
- RIPRAP/NOV STRIP

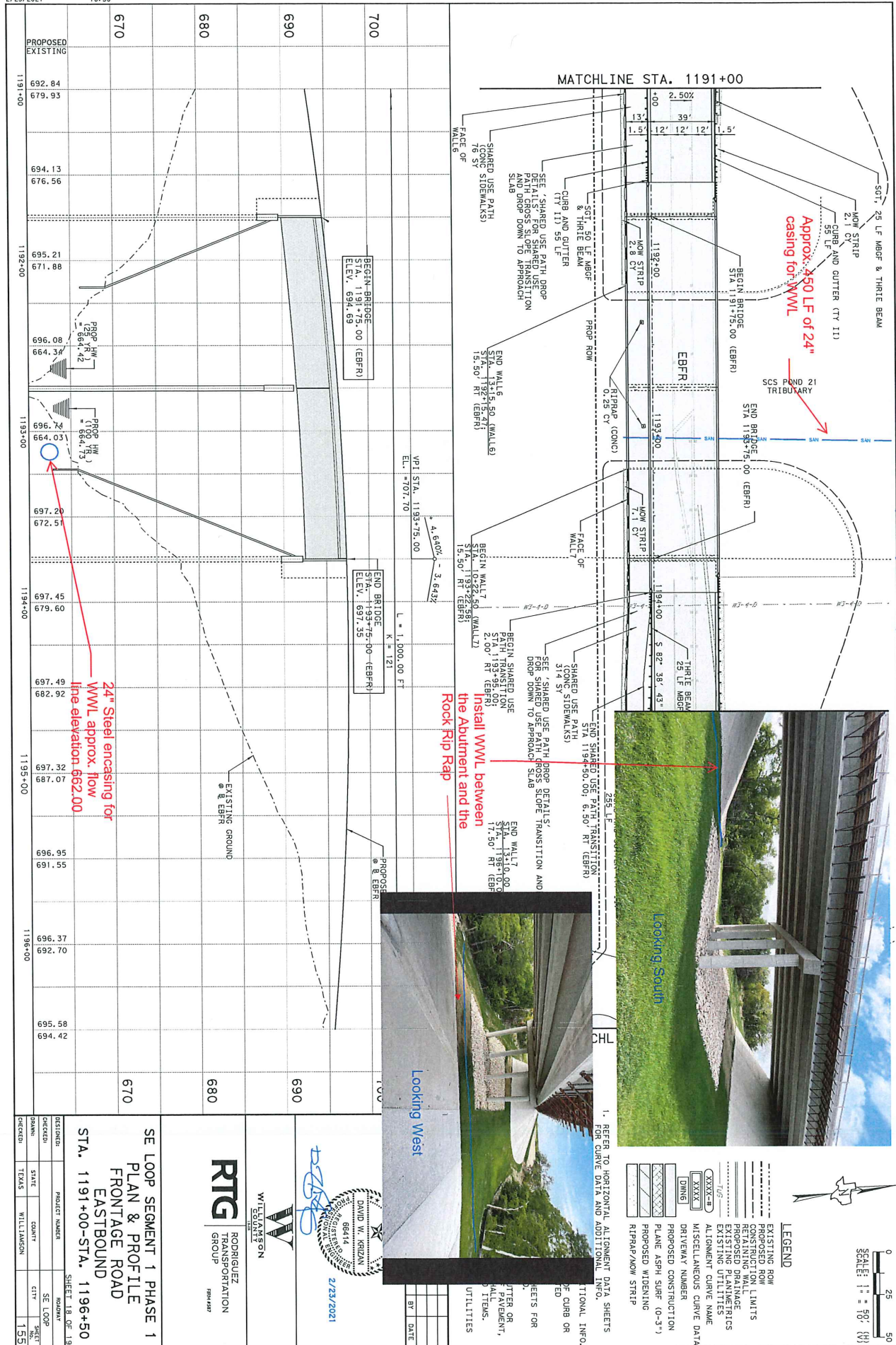
NOTES:

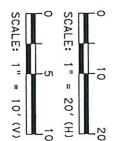
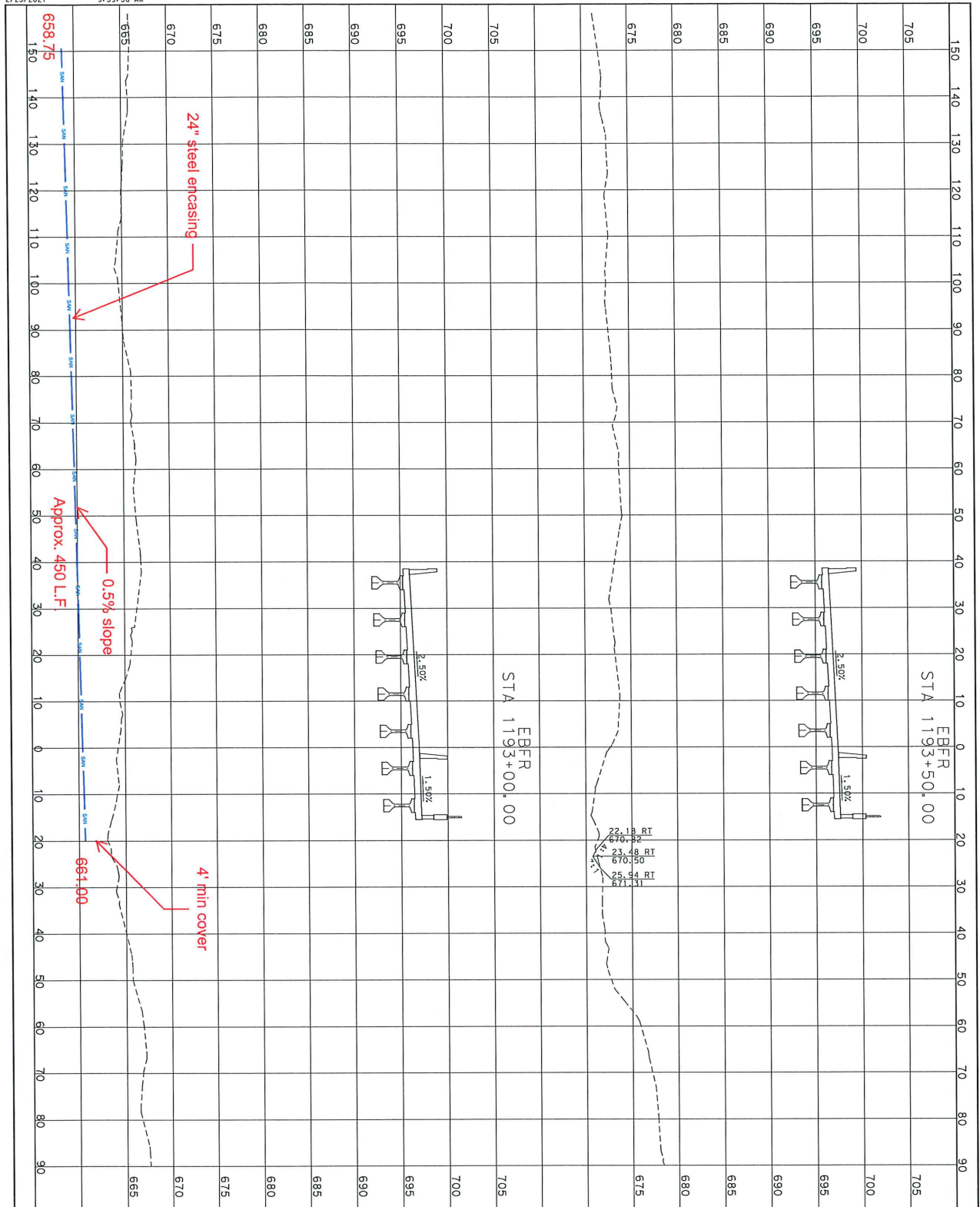
1. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
2. REFER TO DRAINAGE PLANS FOR ADDITIONAL INFO.
3. ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
4. REFER TO TABLE OF CROSS SLOPE SHEETS FOR CROSS SLOPES AND ADDITIONAL INFO.
5. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

NO.	REVISION	BY	DATE

DESIGNED	PROJECT NUMBER	ROADWAY
CHECKED	STATE	COUNTY
DRAWN	CITY	SHEET
CHECKED	TEAMS	WILLIAMSON
		160

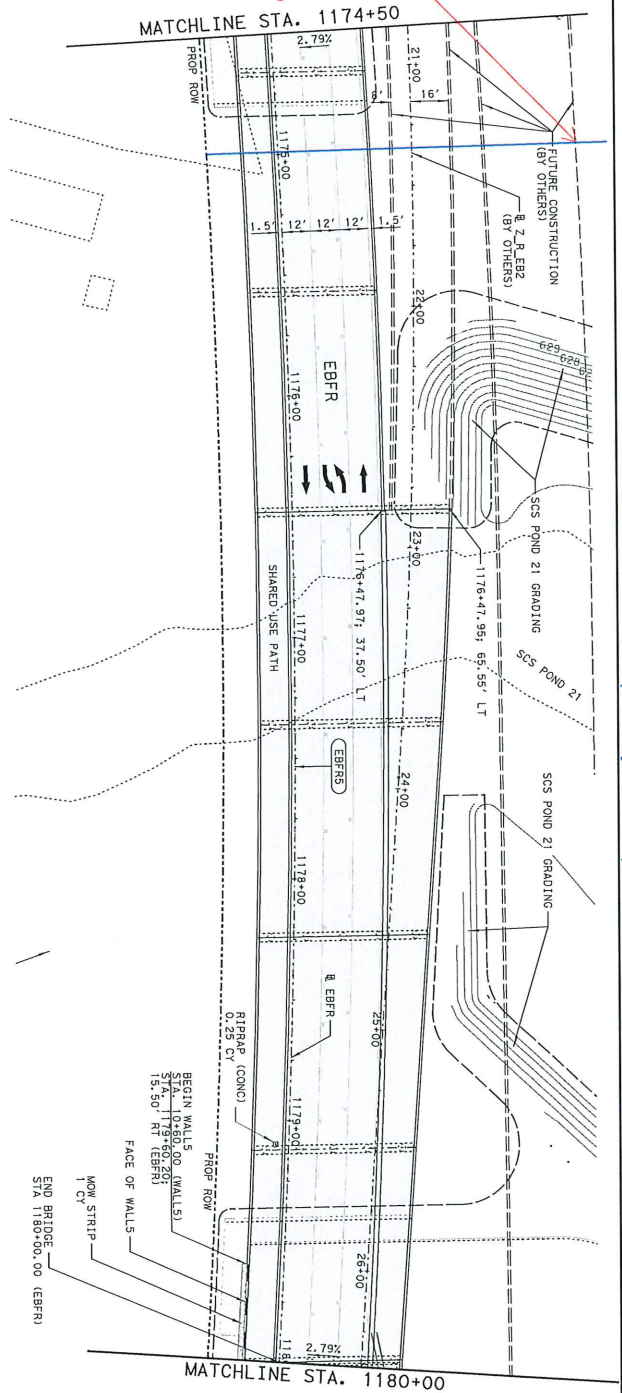
WWL Sleeve at Abutment 3 (Easterly Abutment) of the SCS 21 Tributary Creek Bridge



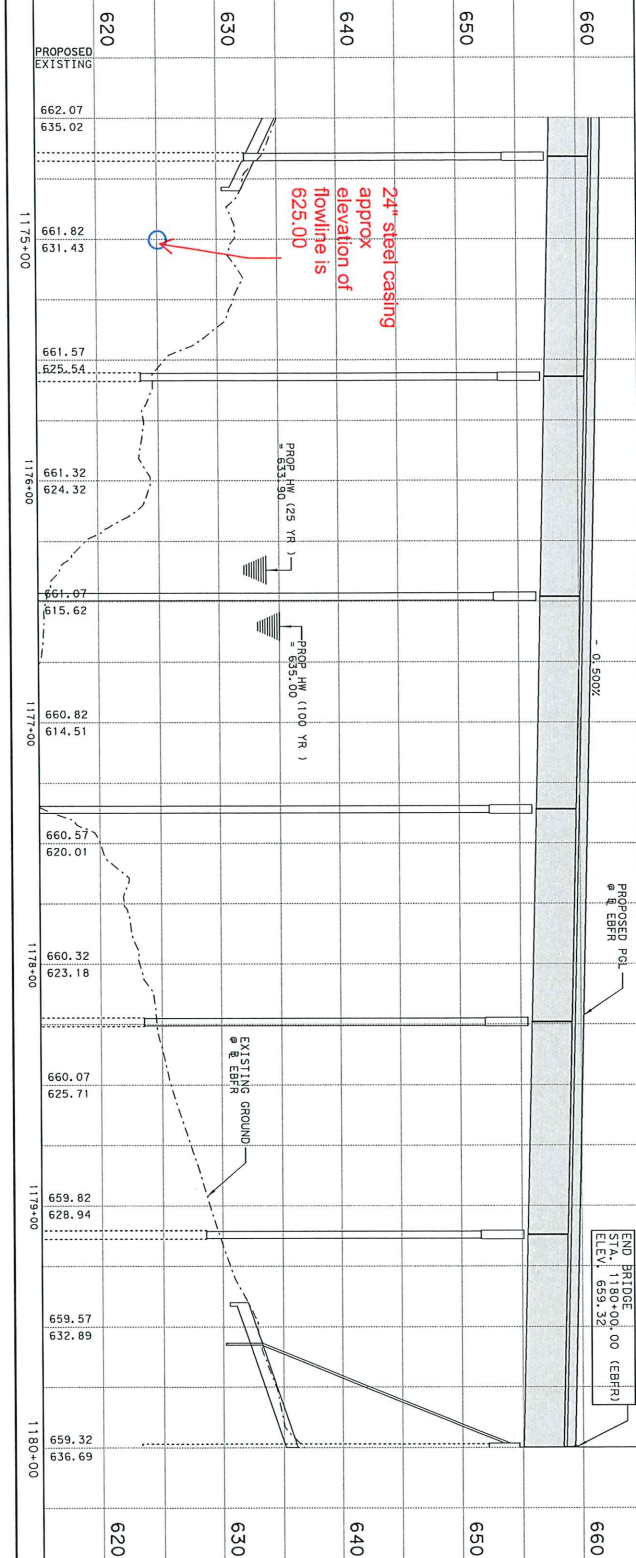


<p>DESIGNED: PROJECT NUMBER: ROADWAY: SE LOOP</p> <p>CHECKED: STATE: COUNTY: CITY: SHEET: XS271</p> <p>DESIGNED BY: WILLIAMSON</p>				<p>NO. REVISION</p> <p>BT DATE</p>			
<p>SE LOOP SEGMENT 1 PHASE 1</p> <p>DESIGN CROSS SECTIONS</p> <p>EBFR</p>							
<p>RTG RODRIGUEZ TRANSPORTATION GROUP</p> <p>WILLIAMSON WILLIAMSON GROUP</p> <p>2/23/2021</p>							

WWL Sleeve at Abutment 1 (Westerly Abutment) of the SCS 21 Pond Bridge



Approx. 450' of 24" steel encasing up to property line



END BRIDGE STA. 1180+00.00 (EBFR) ELEV. 639.32

END BRIDGE STA. 1180+00.00 (EBFR) ELEV. 639.32

MATCHLINE STA. 1180+00



0 25 50
SCALE: 1" = 30' (H)
1" = 10' (V)

LEGEND

- EXISTING ROW
- PROPOSED ROW LIMITS
- CONSTRUCTION LIMITS
- PROPOSED DRAINAGE
- EXISTING PLANTMETRICS
- EXISTING UTILITIES
- ALIGNMENT CURVE NAME
- ALIGNMENT CURVE DATA
- DRIVEWAY NUMBER
- PROPOSED CONSTRUCTION
- PLANE ASPH SURF (0-3')
- PROPOSED WIDENING
- RIPRAP/MOW STRIP

NOTES:

1. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
2. REFER TO DRAINAGE PLANS FOR ADDITIONAL INFO.
3. ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
4. REFER TO TABLE OF CROSS SLOPE SHEETS FOR CROSS SLOPES AND ADDITIONAL INFO.
5. SAWCUT SET AT EXISTING LIP OF CUTTER OR 1' OFFSET FROM EXISTING EDGE OF PAYMENT, WHICHEVER IS GREATER, UNLESS NOTED OTHERWISE.
6. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

NO.	REVISION	BY	DATE

2/23/2021

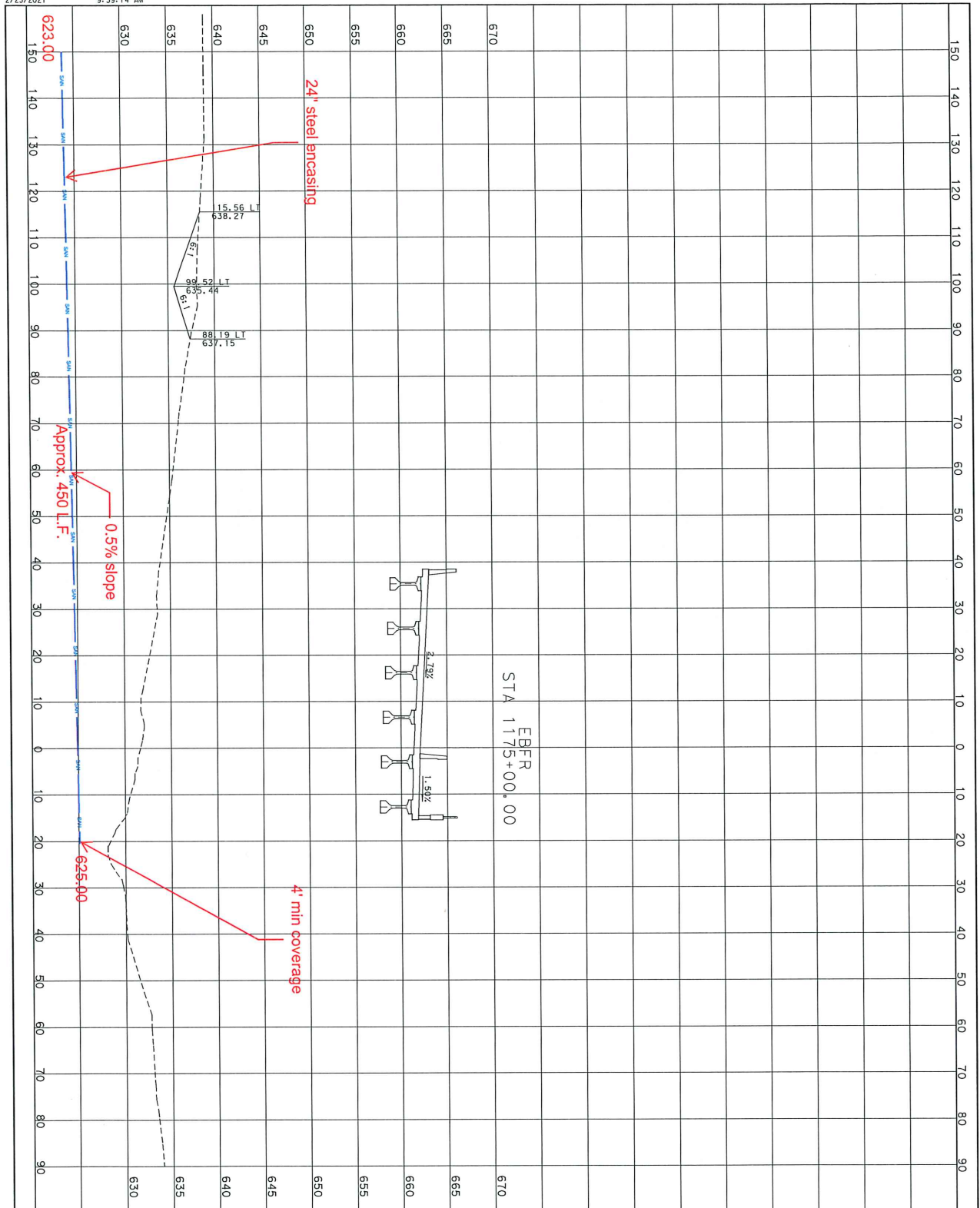
RTG
RODRIGUEZ
TRANSPORTATION
GROUP

WILLIAMSON
SEAL

SE LOOP SEGMENT 1 PHASE 1
PLAN & PROFILE
FRONTAGE ROAD
EASTBOUND
STA. 1174+50-STA. 1180+00

DESIGNED	PROJECT NUMBER	NO.
CHECKED	STATE	COUNTY
DRAWN	CITY	SHEET
CHECKED	TEXAS	WILLIAMSON
		152

SHEET 15 OF 19



0 10 20
SCALE: 1" = 20' (H)
0 5 10
SCALE: 1" = 10' (V)

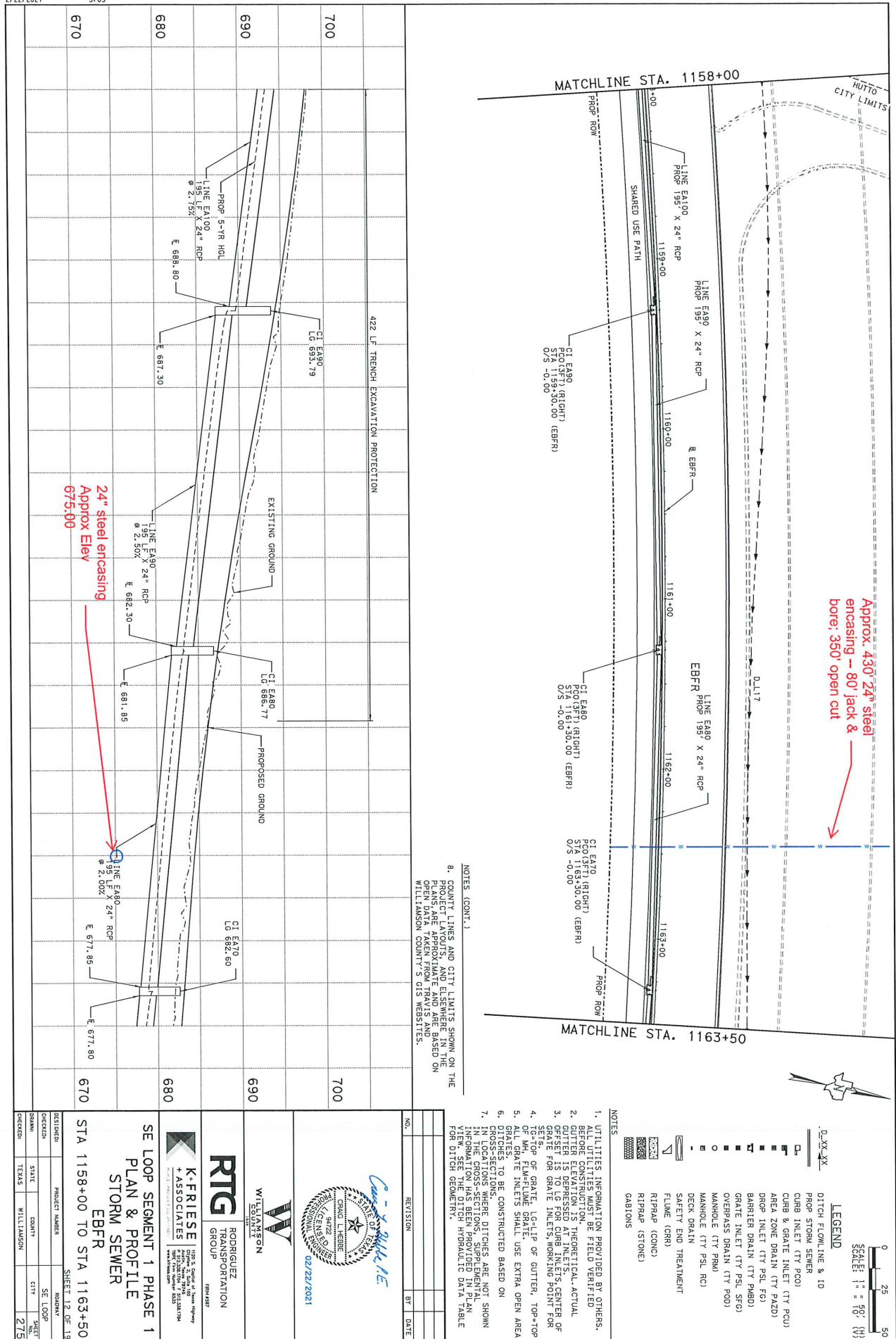


WILLIAMSON
SEATTLE

RTG
RODRIGUEZ
TRANSPORTATION
GROUP
BIRMINGHAM

SE LOOP SEGMENT 1 PHASE 1
DESIGN CROSS SECTIONS

DESIGNED	PROJECT NUMBER	BRIDGE
CHECKED	STATE	SE LOOP
DRAWN	COUNTY	SE
CHECKED	WILLIAMSON	XS50



WL Sleeve at STA 1162+50

Approx. 430' 24\"/>

24\"/>

NOTES (CONT.)
8. COUNTY LINES AND CITY LIMITS SHOWN ON THE PROJECT LANDSCAPE AND ELEVATION. THE OPEN DATA TAKEN FROM TRAVIS AND WILLIAMSON COUNTY'S GIS WEBSITES.

NOTES

1. UTILITIES INFORMATION PROVIDED BY OTHERS. BEFORE CONSTRUCTION, BE FIELD VERIFIED.
2. GUTTER ELEVATION IS THEORETICAL ACTUAL.
3. GUTTER IS DEPRESSURED AT INLETS CENTER OF GRADE FOR GRATE INLETS WORKING POINT FOR SETS OF GRATE. 15-11P OF GUTTER, TOP-10P OF GRATE INLET GRATE.
4. ALL GRATE INLETS SHALL USE EXTRA OPEN AREA GRATES. TO BE CONSTRUCTED BASED ON GROSS SECTIONS.
5. IN LOCATIONS WHERE DITCHES ARE NOT SHOWN IN THE CROSS-SECTIONS, SHOWN PLAN VIEW. SEE THE DITCH HYDRAULIC DATA TABLE FOR DITCH GEOMETRY.



NO.		REVISION		BY		DATE	

WILLIAMSON COUNTY

RODRIGUEZ TRANSPORTATION GROUP

K-FRIESE + ASSOCIATES

100% Design & Construction Services
2000 West 10th Street, Suite 100
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STA 1158+00 TO STA 1163+50

SE LOOP SEGMENT 1 PHASE 1

PLAN & PROFILE

STORM SEWER

EBFR

SHEET 12 OF 18

DESIGNED

CHECKED

DRAWN

CHECKED

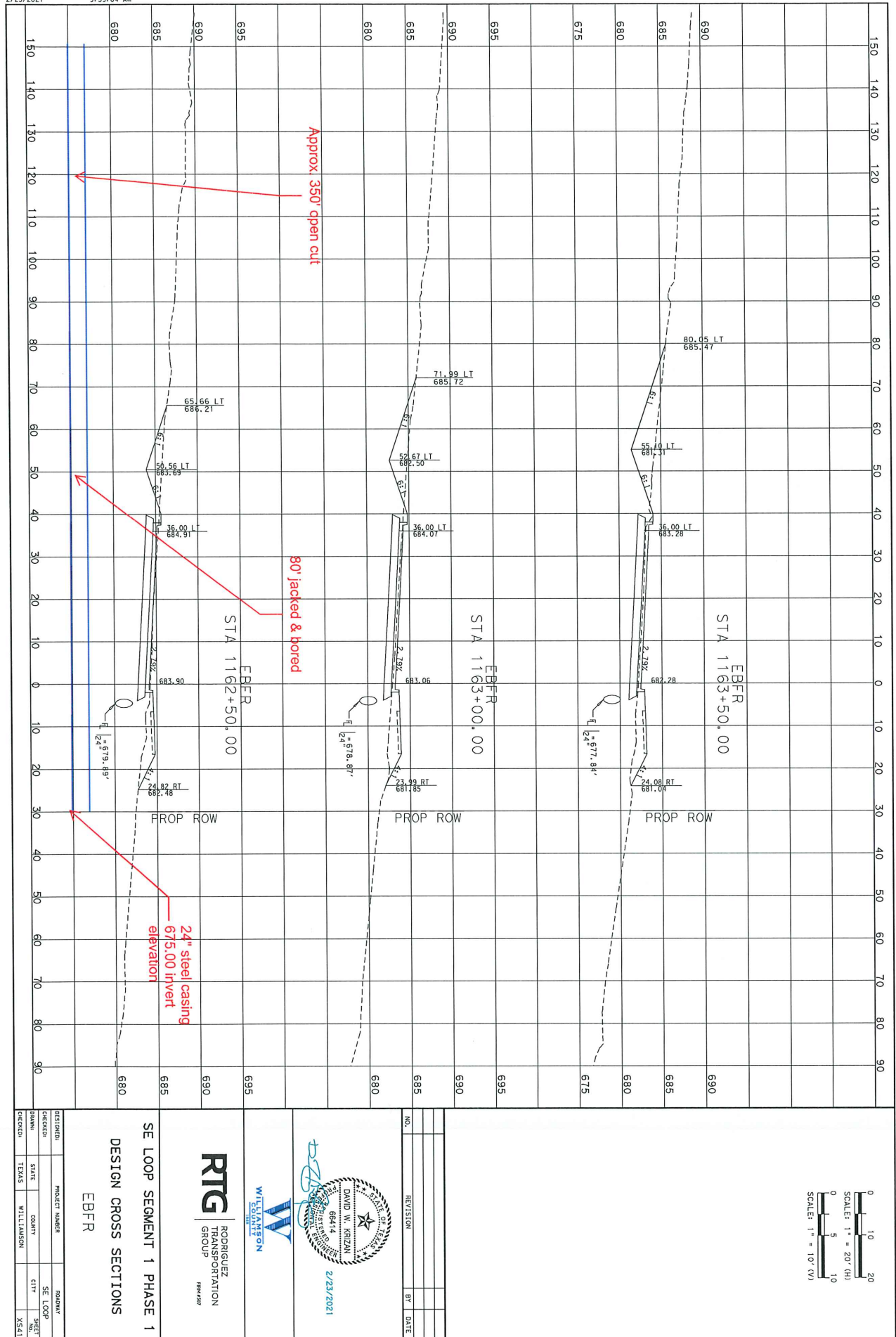
STATE

COUNTY

CITY

TEXAS

275



DESIGNED		PROJECT NUMBER		ROADWAY	
CHECKED	STATE	COUNTY	CITY	SHEET	DATE
TEXAS	WILLIAMSON			XS41	

NO.		REVISION		BY		DATE	

RTG

RODRIGUEZ
TRANSPORTATION
GROUP

2/23/2021

WILLIAMSON

DAVID W. KRIZAN

2/23/2021

SE LOOP SEGMENT 1 PHASE 1
DESIGN CROSS SECTIONS
EBFR

Commissioners Court - Regular Session

39.

Meeting Date: 04/30/2024

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.
- u) Discuss the acquisition of right of way and potential litigation settlement for CR 245.

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 09:48 AM

Started On: 04/24/2024 05:07 PM

Commissioners Court - Regular Session**40.****Meeting Date:** 04/30/2024

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 Mellencamp
- b) Project Glee
- c) Project Skyfall
- d) Project Stamper
- e) Project Soul Train
- f) Project Dragon
- g) Project School Bus

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/25/2024

Reviewed By

Becky Pruitt

Date

04/25/2024 09:49 AM

Started On: 04/24/2024 05:08 PM