NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 7, 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 the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-005003	Equipment > $5,000	$3,625.00
FROM	0100-0510-005711	Heavy Equipment > $5,000	$15,621.20
TO	0100-0510-005700	Vehicles > $5,000	$19,246.20

4. Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-005003	Equipment > $5,000.00	$2,911.25
To	0100-0542-003311	Uniforms	$2,911.25

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003003	Radio Equipment < $5,000	$7,600.00
TO:	0100.0560.005730	Radio Equipment > $5,000	$7,600.00

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

7. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 04.02.24 through 04.25.24.

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 04.02.24 through 04.25.24.

9. Discuss, consider and take appropriate action on acknowledging the purchasing department monthly report of asset disposition through Internal Department Transfer, pursuant to Texas Local Government Code 263.152, for the period 04.01.2024-04.30.2024.

10. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152, including:

- One 2020 Chevrolet Tahoe, VIN #1144; and
- One 2020 BMW R1250RT, VIN #3732.

11. Discuss, consider and take appropriate action on approval of the Texas Bar Foundation grant award of Grant Number 7424, to support the Williamson County DWI/Drug Court Program in the amount of $27,215.

12. Discuss, consider, and take appropriate action on approving Amended Contract 195135 between Williamson County District Attorney and West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for a Westlaw Proflex Subscription pursuant to #DIR-LGL-CALIR-02. The term of the original agreement was 36 months, with a 5% increase in year two and year three. The monthly charges going forward will be $2,729.00, through September 30, 2024, the end of the contract term. The reason for the amendment is due to the addition of an additional attorney position which was added in FY24 but had been vacant until now.

13. Discuss, consider and take action on approving the close out documents and executing the warranty period with Hellas Construction, Inc. for the sports courts resurfacing project at Southwest Williamson County Regional Park.

14. Discuss, consider and take appropriate action on approving purchase #2024190 between Williamson County and Presidio for Routers, in the amount of $37,754.74 pursuant to DIR contract #DIR-TSO-4167.

15. Discuss, consider, and take appropriate action on approving Contract for Construction, #2024188, with Aggieland Construction, LLC, for the CP Annex Tax Office Drive Through Traffic Control for Facilities Management in the amount of $21,907.00, pursuant to Cooperative Contract – Choice Partners - Contract Number 21/039MR-01, and authorize execution of the agreement.

16. Discuss, consider, and take appropriate action on approving Service Contract, #2024189, with Randal's Tower Tech Inc, for the relocation of Yagi to rooftop, for Facilities Management in the amount of $11,312.43 and authorize execution of this agreement. Funding Source is P476.

17. Discuss, consider, and take appropriate action on adopting a Change Order Policy for Road Bond Projects that sets forth requirements and information that must be included with each Road Bond Change Order that is submitted to the Williamson County Commissioners Court for approval.

18. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 1 under Williamson County Contract between K Friese and Associates and Williamson County dated May 31, 2022 for On Call Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

19. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on September 30, 2026 under Williamson County Contract for Engineering Services between HDR Engineering, Inc. and Williamson County dated March 19, 2024 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

20. Discuss, consider and take appropriate action on approval of the final plat for the Omarosa subdivision – Precinct 4.

21. Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 9 subdivision – Precinct 2.

REGULAR AGENDA

22. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Atilano Ramirez Guevara) who passed away in Williamson County, Texas where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

23. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Bryan Douglas Jennings) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

24. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (James Delbert Screws Jr.) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

25. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Brian Moore) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Eternal Peace Funeral Services to move forward with interment.

26. Discuss, consider and take appropriate action on approving a Resolution for Dell Technologies on it's 40th birthday.

27. Discuss, consider and take appropriate action on a proclamation recognizing the month of May as "Mental Health Awareness Month".

28. Discuss, consider and take appropriate action on a proclamation declaring the month of May as "Treatment Court Month".

29. Discuss, consider, and take appropriate action on a proclamation designating May 6-10, 2024 as Air Quality Awareness Week in Williamson County.

30. Discuss, consider and take appropriate action on a Proclamation recognizing May 5-11, 2024 as National Correctional Officers Week.

31. Discuss, consider and take appropriate action regarding the May 7, 2024, Wellness Updates.

32. Discuss, consider, and take appropriate action on a policy exception to PCN 1908 for the County Attorney's Office.

33. Discuss, consider and take appropriate action on an exception to policy for position changes for the Auditor's Office.

34. Discuss, consider, and take appropriate action on the revised County Telework Policy.

35. Discuss, consider, and take action on authorizing a Memorandum of Understanding between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments to add Georgetown as a party to the Williamson County Regional Animal Shelter Interlocal Agreement.

36. Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent County Court at Law Judge, Hon. Brandy Hallford, and other County Defendants, as directed, in the matter of Williams v. Pernell, et al., No. 23-2582-C480 in the 480th Judicial District Court of Williamson County, Texas, or associated proceedings; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

37. Discuss, consider, and take appropriate action on approving amendment and extension agreement #2024159 between Williamson County and Garda CL Southwest, Inc. for Armored Car Services in the amount of $150,000.00, and authorizing the execution of the agreement.

38. Discuss, consider, and take appropriate action on awarding RFP #23RFP93 Justice Complex Improvements to JT Vaughn Construction, LLC, in the amount of Three Thousand Five Hundred Dollars ($3,500.00) for Pre-Construction Phase services and Eight Hundred Twenty-Nine Thousand Five Hundred Forty-Eight Dollars ($829,548.00) for Construction Phase services based on the initial Pre-Construction phase and proposed Construction Budget and authorize the execution of the contract. The funding source is P476.

39. Discuss, consider, and take appropriate action on approving the Contract for Construction #2024192, between Williamson County and Falkenberg Construction Co., Inc, for the Inner Loop Annex IT-Risk New Offices for Facilities Management, in the amount of $184,999.55, pursuant to Cooperative Contract – Buyboard – Contract Number #728-24 and authorize execution of the agreement.

40. Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) No.2 early release – Piers, with awarded RFP #22RFP148 Construction Manager at Risk (CMAR) New Headquarters Building, Chasco Contractors, Ltd. L.L.P. Inc, in the not-to-exceed amount $3,482,825.00 and authorize the execution of the GMP No. 2 between Williamson County and Chasco Constructors, Ltd. LPP. Inc. The funding source is P577.

41. Discuss, consider and take appropriate action on approving the Service Contract between Williamson County and Rock Collision Center LLC. for repairs to thirty- seven (37) county vehicles damaged by hail with a not-to-exceed amount of $144,650.72 and authorizing the execution of the agreement.

42. Discuss, consider, and take appropriate action on awarding IFB #24IFB40 County Road Seal Coat FY 24 Improvements to CK Newberry LLC in the not-to-exceed amount of $1,607,385.90 and authorize execution of the Agreement.

43. Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Diamond Surveying, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

44. Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Austin Survey Company LLC dba Inland Geodetics, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source is P588 - Road Bonds.

45. Discuss, consider, and take appropriate action on awarding a contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Landesign Services, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source is P588 - Road Bonds.

46. Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFQ #24RFSQ13 to McGray & McGray Land Surveyors, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

47. Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Surveying and Mapping, LLC in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

48. Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Survtex, LLC in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bond.

49. Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to SurvWest, LLC in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

50. Discuss, consider, and take appropriate action on awarding contract for Williamson County Environmental Services through RFSQ #24RFSQ16 to SWCA, Incorporated, dba SWCA Environmental Consultants in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bond.

51. Discuss, consider, and take appropriate action on awarding contract for Williamson County Environmental Services through RFSQ #24RFSQ16 to Kemble White IV dba Cambrian Environmental in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

52. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $71, 050.63 for Project 22IFB138 CR 366 (James Construction) P: 296 Funding Source: Road Bond.

53. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $12,600.00 for Project 22IFB110 SW Bypass Extension (Joe Bland Construction) P: 352 Funding Source: Road Bond.

54. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $29,920.92 for Project 24IFB19 CR138 Right Turn Lane at SH130 (Smith Contracting) P: 463 Funding Source: Road Bond.

55. Discuss, consider, and take appropriate action regarding the Utility Agreement with Oncor for utility relocations on the East Wilco Highway Segment 2 Project at CR 137, a Road Bond Project in Commissioner Precinct 4. P: 392.

56. Discuss, consider, and take appropriate action regarding the Utility Agreement with Oncor for utility relocations on the East Wilco Highway Segment 2 Project at CR 163, a Road Bond Project in Commissioner Precinct 4. P: 392.

57. 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

58. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Ronald Reagan Widening project, a 2019 Road Bond Project in Precinct 2.

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

60. Discuss, consider and take appropriate action on a Temporary Right of Entry Agreement with LB Warren, LLC and Brohn Homes for property located along the proposed Corridor I2 (R022886).

61. Discuss, consider and take appropriate action on an Easement and Right of Way agreement with Oncor Electric Delivery Company, LLC on property owned by Williamson County. Road Bonds P463

62. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Kathy Canady, as Independent Executor of the Estate of Elizabeth Ann Rundzierher aka Liz Rundzieher, aka Elizabeth Ann Lancaster, fka Elizabeth Ann Holder (deceased) Eric Stifflemire, Theresa Stifflemire, Edward Wolf and Jennifer Wolf for .7 AC needed as right of way and 0.156 AC needed as an easement on the Bagdad Rd. @ CR 279 project (Parcel 16). Funding Source: Road Bonds P343

63. Discuss, consider and take appropriate action authorizing the County Judge to execute a Roadway Closure Order to vacate, abandon and close a portion of CR 304.

64. Discuss, consider and take appropriate action on a Property Exchange Agreement with Liberty Chapel A.M.E. Church to exchange excess property owned by Williamson County for the proposed right of way required for the widening of Bagdad Rd. @ CR 279 (Parcel 26). Funding Source: Road Bonds P343

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)."

65. 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 Skyfall
b) Project Soul Train
c) Project School Bus

66. 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

67. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:

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

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.

2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
8. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
9. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
11. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
12. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas
13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
16. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
18. 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
19. 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
20. 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
21. 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.

68. 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).

69. 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).

70. 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)

71. Discuss and take appropriate action concerning economic development.

72. Discuss and take appropriate action concerning real estate.

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

a. General:

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

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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. 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
19. 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
20. 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
21. 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:

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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.

74. 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.

75. Comments from Commissioners.

76. 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.

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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 2nd day of May 2024 at 5:00 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: 05/07/2024

Line Item Transfer for Parks Department

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds necessary to purchase a replacement UTV for a similar unit at River Ranch County Park. The unit being replaced has transmission repair needs that exceed the value of the unit to repair.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-005003	Equipment > $5,000	$3,625.00
FROM	0100-0510-005711	Heavy Equipment > $5,000	$15,621.20
TO	0100-0510-005700	Vehicles > $5,000	$19,246.20

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/29/2024 12:11 PM
Budget Office	Saira Hernandez	05/02/2024 12:55 PM
Form Started By: Russell Fishbeck		Started On: 04/29/2024 10:35 AM
Final Approval Date: 05/02/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 05/07/2024

FMSO LIT for TCFP Bunker Gear PPE

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Background

This is a line item transfer to provide funds to purchase Texas Commission on Fire Protection mandated bunker gear/PPE for the FTE/Deputy Fire Marshal position.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-005003	Equipment > $5,000.00	$2,911.25
To	0100-0542-003311	Uniforms	$2,911.25

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/01/2024 04:24 PM
Budget Office	Saira Hernandez	05/02/2024 09:52 AM
Form Started By: Hank Jones		Started On: 05/01/2024 01:45 PM
Final Approval Date: 05/02/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 05/07/2024

Line Item Transfer for the County Sheriff, Law Enforcement

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

A line item transfer is requested to cover the cost of Radio Equipment over $5,000.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003003	Radio Equipment < $5,000	$7,600.00
TO:	0100.0560.005730	Radio Equipment > $5,000	$7,600.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:21 AM
Budget Office	Saira Hernandez	05/02/2024 09:52 AM
Form Started By: Virginia Johnson		Started On: 05/02/2024 08:24 AM
Final Approval Date: 05/02/2024		

Commissioners Court - Regular Session **6.**

Meeting Date: 05/07/2024

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

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:35 AM
Form Started By: Kayla Marek		Started On: 05/01/2024 05:15 PM
Final Approval Date: 05/02/2024		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Juv Super Offcr I Grant.1044.001100.	11459	$57,471.00	$574.70	1.00	$58,045.71	-	MERIT	10-May-24
Juvenile Grant	Juv Super Offcr I Grant.1045.001100.	16371	$45,907.37	$459.08	1.00	$46,366.44	-	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
Juvenile Services	Juv Supervision Offcr I.1078.001100.	16876	$44,141.70	$441.42	1.00	$44,583.12	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1087.001100.	10899	$57,576.13	$575.76	1.00	$58,151.89	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1080.001100.	13723	$49,567.23	$495.66	1.00	$50,062.90	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr II.1090.001100.	16256	$48,214.82	$482.14	1.00	$48,696.96	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1110.001100.	05368	$50,028.66	$500.28	1.00	$50,528.94	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1068.001100.	16762	$44,141.70	$441.42	1.00	$44,583.12	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1107.001100.	16717	$45,907.37	$459.08	1.00	$46,366.44	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr II.1097.001100.	16258	$48,214.82	$482.14	1.00	$48,696.96	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1126.001100.	16665	$45,907.37	$459.08	1.00	$46,366.44	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1108.001100.	15223	$47,743.65	$477.44	1.00	$48,221.10	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1120.001100.	05580	$56,688.17	$566.88	1.00	$57,255.06	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr II.1095.001100.	14200	$49,661.25	$496.62	1.00	$50,157.87	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1740.001100.	16095	$47,743.65	$477.44	1.00	$48,221.10	-	NEWH	10-May-24
Juvenile Services	Juv Supervision Offcr I.1147.001100.	13358	$52,064.27	$520.64	1.00	$52,584.92	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1070.001100.	16820	$44,141.70	$441.42	1.00	$44,583.12	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1071.001100.	15827	$47,743.65	$477.44	1.00	$48,221.10	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1112.001100.	16237	$47,743.65	$477.44	1.00	$48,221.10	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr II.1093.001100.	11469	$59,539.52	$595.40	1.00	$60,134.92	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1079.001100.	16022	$47,743.65	$477.44	1.00	$48,221.10	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1129.001100.	16822	$44,141.70	$441.42	1.00	$44,583.12	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1083.001100.	13550	$49,567.23	$495.66	1.00	$50,062.90	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1076.001100.	16749	$44,141.70	$441.42	1.00	$44,583.12	-	MERIT	10-May-24
Juvenile Services	Juv Supervision Offcr I.1122.001100.	16645	$45,907.37	$459.08	1.00	$46,366.44	-	MERIT	10-May-24

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0576	001100	14,032.24	
01	0100	0576	001130		14,032.24

Commissioners Court - Regular Session **7.**

Meeting Date: 05/07/2024

Assets for Auction Monthly Report 05.07.24

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 04.02.24 through 04.25.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction Assets Report 5-7-24

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	05/02/2024 11:22 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:28 AM
Form Started By: misty.brooks		Started On: 04/23/2024 08:41 AM
Final Approval Date: 05/02/2024		

*April 2024 Monthly Report **Court Date:** 05.07.24

Williamson County - Assets for Auction

Agenda #: 34101

Item	Serial Number	Quantity	Department
Monitor-Dell	1907FPt	1	277th District
Scanner-Cannon	M11037	1	277th District
HP Laserjet 4250n		1	277th District
Monitor Dell	4JGHR03	1	277th District
Keyboard		3	277th District
Dell Latitude 5501 Laptop	B3TYN13	1	911 Communications
OptiPlex 7040	9F23DD2	1	Building Maintenance
Dell Precision 3541	B9H2YY2	1	Building Maintenance
aluminum fan blades		6	Building Maintenance
PSC motor 1/2hp 1075 rpm		1	Building Maintenance
AC Smith 1/4hp 1075 rpm		2	Building Maintenance
HVAC motor 1hp single phase		1	Building Maintenance
Marathon HVAC motor 1/4hp 1725 rpm		1	Building Maintenance
Gang cover for GFCI		10	Building Maintenance
LED flashlight		1	Building Maintenance
Core and Coil Ballast kit	71a5492-001d	1	Building Maintenance
Top spring nut		100	Building Maintenance
Advance pole light Core & Coil Ballast	71a5750-001d	1	Building Maintenance
Leviton single switch plate		20	Building Maintenance
Duplex gang plate		8	Building Maintenance
Duplex gang and cover plate		15	Building Maintenance
Duplex dimmer plate		20	Building Maintenance
Duplex gang cover		6	Building Maintenance
Dell Latitude 5501	5KXKM33	1	Constables 1
Dell Latitude 5300 2-in-1	6ZNLLW2	1	Emergency Management
Dell Latitude 5300 2-in-1	7ZNLLW2	1	Emergency Management
Dell Latitude 5300 2-in-1	8ZNLLW2	1	Emergency Management

Dell Latitude 5300 2-in-1	5ZNLLW2	1	Emergency Management
Dell 22" monitor	4XK99P2	1	Emergency Management
Dell 22" monitor	9ZK99P2	1	Emergency Management
Dell 22" monitor	GYK99P2	1	Emergency Management
Dell 22" monitor	2ZK99P2	1	Emergency Management
Dell 22" monitor	2YK99P2	1	Emergency Management
Dell 22" monitor	FXK99P2	1	Emergency Management
Dell 22" monitor	KXK99P2	1	Emergency Management
Dell 22" monitor	DYK99P2	1	Emergency Management
Dell 20" monitor	CN-0YR64P-74445-17N-CEAS	1	Emergency Management
Dell 22" LCS monitor	CN-0C730C-71623-879-5337	1	Emergency Management
Computer tower/monitor rack		2	Emergency Management
WCCTV 3G MICRO	M3G-408	1	Emergency Management
Temered glass screen protectors for iphone 8		3	Emergency Management
Ipad Pro rugged case		1	Emergency Management
5'x8' projector screen		1	Emergency Management
Podium		1	Emergency Management
IFFUCE DESK		1	Emergency Med Services
SENTRY SAFE		1	Emergency Med Services
4 DRAWER FILING CABINET		1	Emergency Med Services
HP LaserJet Pro MFP M127fw	CNB8J2KF5Z	1	Emergency Med Services
HP LaserJet Pro MFP M127fw	CNB8J2KFBN	1	Emergency Med Services
DELL Optiplex 7070	CJFCY43	1	Emergency Med Services
DELL Optiplex 7070	FJFCY43	1	Emergency Med Services
DELL Optiplex 7070	DJFCY43	1	Emergency Med Services
DELL Optiplex 7070	2SFQH03	1	Emergency Med Services
DELL Optiplex 7070	GJFCY43	1	Emergency Med Services
Dell Latitude 5300 Laptop	66WBJW2	1	Emergency Services Dept.
Dell Latitude 5501 w/power cables	68PR533	1	Emergency Services Dept.
Dell Latitude 5501 w/power cables	8MX5M13	1	Emergency Services Dept.
Dell LCD Monitor 27" w/power cable and HDMI	1RJDN62	1	Emergency Services Dept.

Dell LDC Monitor W/SOUNDBAR	CN-0FP04F-72872-36L-CJFM	1	Emergency Services Dept.
DELL E6530 Laptop	hrt0lx1	1	Emergency Services Dept.
MIRROR, RIGHT SIDE, CHEVY, 84342130		1	Fleet Services
MIRROR, LEFT SIDE, CHEVY, 84342131		1	Fleet Services
WRENCH, IMPACT, INGERSOLL-RAND, 244		1	Fleet Services
DRILL, CHARGER, BATTERY, RYOBI, P104, P117, P107		1	Fleet Services
4 drawer filing cabinet		2	Health District-County Purchased
Glass Dry Erase Wall Mounted Calendar		1	Health District-County Purchased
Computer bags		5	Health District-County Purchased
Digital Scales		3	Health District-County Purchased
L Shape wood Desk		1	Health District-State Purchased
Dell Latitude 5501	D4LXXY2	1	Infrastructure Department
Dell Latitude 5501	6FLXXY2	1	Infrastructure Department
Dell Latitude 5501	7C3YYY2	1	Infrastructure Department
Dell Latitude 5501	CY8YYY2	1	Infrastructure Department
Dell Latitude 5501	C63YYY2	1	Infrastructure Department
Dell Latitude 5501	CB3YYY2	1	Infrastructure Department
Dell Latitude 5501	bv8YYY2	1	Infrastructure Department
Dell Latitude E6540	JDR1F72	1	Infrastructure Department
Dell OptiPlex 7050	H00KCH2	1	Infrastructure Department
Dell OptiPlex 7060	5FWY0T2	1	Infrastructure Department
Stack-On floor safe		1	Justice of the Peace 3
Dell Latitude 5501	15617-394KM33	1	Justice of the Peace 3
Canon Scanner Image Formula	17892-FB317435	1	Justice of the Peace 3
HP Monitor	8613-CNC4020N85	1	Justice of the Peace 3
Misc Equipment	901E-2006302893	1	Justice of the Peace 3
Fujitsu Scanner	1703-503-608	1	Justice of the Peace 3
Dell Latitude 5501	15612-9JYJM33	1	Justice of the Peace 3
Dell Latitude 5501	13504-FFBBW33	1	Justice of the Peace 3
Dell Latitude 5501	13505-HKXKM33	1	Justice of the Peace 3
Dell Latitude 5501	16804-BB5JM33	1	Justice of the Peace 3

Dell Latitude 5501	13509-DJBBW33	1	Justice of the Peace 3
Dell Latitude 3390 2 in 1	15634-B9495P2	1	Justice of the Peace 3
Dell Latitude 3390 2 in 1	11264-D9495P2	1	Justice of the Peace 3
Dell Latitude 3390 2 in 1	16805-C9495P2	1	Justice of the Peace 3
Dell Latitude 3500	15613-7SX2MW2	1	Justice of the Peace 3
Dell Latitude 3500	15616-8NX2MW2	1	Justice of the Peace 3
Dell Latitude 3500	13505-3TX2MW2	1	Justice of the Peace 3
Dell Latitude 3500	16803-9NX2MW2	1	Justice of the Peace 3
Dell Latitude 3500	13500-FTX2MW2	1	Justice of the Peace 3
Dell Latitude 5580	1699-5V5S4M2	1	Justice of the Peace 3
Canon Scanner Image Formula	13501-FB301286	1	Justice of the Peace 3
Canon Scanner Image Formula	13508-FB301281	1	Justice of the Peace 3
Misc Equipment	901E-200630300	1	Justice of the Peace 3
Misc Equipment	901E-200630290	1	Justice of the Peace 3
Misc Equipment	901E-200630284	1	Justice of the Peace 3
Calculators		2	Justice of the Peace 3
Fujitsu Scanner	1718-aaa-da00579	1	Justice of the Peace 3
Fujitsu Scanner	1708-aaada-02962	1	Justice of the Peace 3
Fujitsu Scanner	1726-aaada-00582	1	Justice of the Peace 3
Fujitsu Scanner	1728-504-034	1	Justice of the Peace 3
Fujitsu Scanner	1716-503-643	1	Justice of the Peace 3
Fujitsu Scanner	1732-503-625	1	Justice of the Peace 3
Fujitsu Scanner	1722-aaada-00571	1	Justice of the Peace 3
Fujitsu Scanner	1733-503-629	1	Justice of the Peace 3
Fujitsu Scanner	1712-503-645	1	Justice of the Peace 3
Fujitsu Scanner	1709-aaada-02973	1	Justice of the Peace 3
Fujitsu Scanner	1701-aaada-00434	1	Justice of the Peace 3
K9 Harvey Ballistic Vest	1801197316	1	Sheriff's Office
K9 Kato Ballistic Vest	1801197318	1	Sheriff's Office
K9 Ekter Ballistic Vest	1803132613	1	Sheriff's Office
K9 Ike Ballistic Vest	1801197321	1	Sheriff's Office

K9 Rodin Ballistic Vest	1801197317	1	Sheriff's Office
K9 Jayko Ballistic Vest	1801197320	1	Sheriff's Office
Optiplex 7070 Desktop	CKN1853	1	Sheriff's Office
Dell computer monitor	DPLNC92	1	Sheriff's Office
Dell computer monitor	BPLNC92	1	Sheriff's Office
Keyboard/mouse		1	Sheriff's Office
Metal desks		6	Sheriff's Office
L Shaped Metal Desks		2	Sheriff's Office
Metal corner piece for desk		1	Sheriff's Office
l Shaped Wood Desk		2	Sheriff's Office
Wood Desk		3	Sheriff's Office
Wood Bookshelfs		3	Sheriff's Office
Wood desk filing ped on casters		1	Sheriff's Office
Night stand		1	Veteran Services
Gold Metal Stanchions		6	Building Maintenance
HVAC Water Trays 2x2/2x3		4	Building Maintenance
HVAC Vent Cover 9x16		2	Building Maintenance
HVAC Vent Cover 24x24		1	Building Maintenance
Metal Letters		21	Building Maintenance
Panasonic Toughbook CF-33	7LTSA10961	1	Information Systems
Panasonic Toughbook CF-33 Wilco #19058	9FTSC70022	1	Information Systems
Panasonic Toughbook CF-33 Wilco #11488	9FTSC70035	1	Information Systems
Dell Poweredge Server	T320	1	Information Systems
Meraki Access Points	MR36H	2	Information Systems
PTP-Link Router	TL-SF1005P	1	Information Systems
Cisco Meraki Router	MX67C	1	Information Systems
Arris Modem	MC820A	1	Information Systems
Arris Modem	TM822G	1	Information Systems
Cisco Switch	SN102-24	1	Information Systems
Maxtor Extenal Hard Drive	9NT206-500	1	Information Systems
APC Back-UPS	1350	1	Information Systems

Dell Latitude Laptops	5501	3	Information Systems
Dell Optiplex Desktop	5050	1	Information Systems
NetGear Switch	GS380PP	1	Information Systems
Addtron Switch		1	Information Systems
NetGear Switch	GS350P	1	Information Systems
Belkin Router		1	Information Systems
Linksys Switch		1	Information Systems
Motorola Surfboard	SB5101N	1	Information Systems
Verizon Modem	6100	1	Information Systems
D-link Router	Dir-850L	1	Information Systems
Dynex Switch		1	Information Systems
NetGear Switch	GS105	1	Information Systems
17" Dell Monitor		1	Information Systems
19" Dell Monitor		1	Information Systems
20" Dell Monitor		1	Information Systems
23" Dell Monitor		2	Information Systems
Konic Minolta Copier	BizHub C458	1	Information Systems
Fellowes Shredder	79ci	1	Information Systems
Sunbeam Microwave		1	Information Systems
Deawood Microwave		1	Information Systems
Dell Keyboards		4	Information Systems
Tall Storage Cabinets		2	Information Systems
Media Cart		1	Information Systems
Small Wood/Metal Desk		2	Information Systems
Wooden Bookcase		2	Information Systems
Short Storage Cabinets		2	Information Systems
Large Wooden Desk		3	Information Systems
Large 4-Piece Bookcase		1	Information Systems
Office Chairs		8	Information Systems
Metal desks		1	Information Systems
Wooden L-Shape Desk		1	Information Systems

4-Drawer Letter Size File Cab	6	Information Systems
4-Drawer Legal Size File Cab	3	Information Systems
5-Drawer Legal Size File Cab	1	Information Systems
4-Drawer Lateral Size File Cab	2	Information Systems
2-Drawer Legal Size File Cab	3	Information Systems
Push Cart	1	Information Systems
Monitor Stands	3	Information Systems
Metal Table (Front Yard)	1	Information Systems
Metal Chairs (Front Yard)	2	Information Systems
Assorted Office Supplies		Information Systems
Assorted Computer Cables		Information Systems
Assorted Computer Accessories		Information Systems

Asset Status Change

Title:	i:0#.f|membership|wdavidson@wilco.org - 17-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Monitor - Dell
1. Manufacturer ID #:	1907FPt
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Scanner - Cannon
2. Manufacturer ID #:	M11037
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP LaserJet 4250n
3. Manufacturer ID #:	no number
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Monitor Dell
4. Manufacturer ID #:	4JGHR03
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	Keyboard
5. Manufacturer ID #	Dell
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	277th District
Transferring Dept. Contact Person	Wanda Davidson
Transferring Dept. Contact Ph#:	512-943-1277
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Wanda Davidson 4/17/2024 9:24 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/18/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 03-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501 Laptop
1. Manufacturer ID #:	B3TYN13
1. Oracle Asset #:	239454
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 4/3/2024 9:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/12/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 02-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OptiPlex 7040
1. Manufacturer ID #:	Service Tag # 9F23DD2 County Asset Tag # 4002
1. Oracle Asset #:	159508
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Precision 3541
2. Manufacturer ID #:	Service Tag # B9H2YY2 County Asset Tag # 14240
2. Oracle Asset #:	233106
2. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	512-943-1666
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 4/2/2024 11:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/4/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 12-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	10
1. Description:	Gang cover for GFCI
1. Manufacturer ID #:	EGS WHG1
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LED flashlight
2. Manufacturer ID #:	Tracer
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Core and Coil Ballast kit
3. Manufacturer ID #:	71a5492-001d Phillips
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	100
4. Description:	Top spring nut
4. Manufacturer ID #:	tsnt0037eg
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Advance pole light Core & Coil Ballast
5. Manufacturer ID #	71a5750-001d
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	512943330
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 4/12/2024 3:36 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 12-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	20
1. Description:	Leviton single switch plate
1. Manufacturer ID #:	white
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	8
2. Description:	Duplex gang plate
2. Manufacturer ID #:	wiremold efg10-dp
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	15
3. Description:	Duplex gang and cover plate
3. Manufacturer ID #:	Leviton
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	20
4. Description:	Duplex dimmer plate
4. Manufacturer ID #:	leviton
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	6
5. Description	Duplex gang cover
5. Manufacturer ID #	EGS gray WHD1
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 4/12/2024 3:35 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 12-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	aluminum fan blades
1. Manufacturer ID #:	61040301
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	PSC motor 1/2 hp 1075 rpm
2. Manufacturer ID #:	Genteq 3587
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	AC Smith 1/4 hp 1075 rpm
3. Manufacturer ID #:	f48f67b81
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HVAC motor 1hp single phase
4. Manufacturer ID #:	Genteq
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Marathon HVAC motor 1/4 hp 1725 rpm
5. Manufacturer ID #	Marathon
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 4/12/2024 3:43 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 10-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501
1. Manufacturer ID #:	Service Tag: 5KXKM33
1. Oracle Asset #:	248454
1. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448658
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ PATRICK K. YOUNGREN 4/10/2024 3:25 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/12/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 02-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	WCCTV 3G MICRO
1. Manufacturer ID #:	SN M3G-408
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	Temered glass screen protectors for iphone 8
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Ipad Pro rugged case
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Shantelle Brannon 4/2/2024 4:09 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/3/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 02-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell Latitude 5300 2-in-1
1. Manufacturer ID #:	6ZNLLW2,7ZNLLW2, 8ZNLLW2, 5ZNLLW2
1. Oracle Asset #:	238429, 238430, 238431, 238432
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	8
2. Description:	Dell 22" monitor
2. Manufacturer ID #:	4XK99P2, 9ZK99P2, GYK99P2, 2ZK99P2, 2YK99P2, FXK99P2, KXK99P2, DYK99P2
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell 20" monitor
3. Manufacturer ID #:	SN CN-0YR64P-74445-17N-CEAS
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell 22" LCS monitor
4. Manufacturer ID #:	SN: CN-0C730C-71623-879-5337
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Computer tower/monitor rack
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Shantelle Brannon 4/2/2024 4:09 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/3/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 04-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	5'x8' projector screen
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Podium
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Shantelle Brannon 4/4/2024 2:51 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/4/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 04-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LaserJet Pro MFP M127fw
1. Manufacturer ID #:	CNB8J2KF5Z
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	512-943-1283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 4/15/2024 10:23 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 02-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LaserJet Pro MFP M127fw
1. Manufacturer ID #:	CNB8J2KFBN
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	512-943-1283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 4/15/2024 10:24 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 09-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	DELL Optiplex 7070
1. Manufacturer ID #:	Service Tag # CJFCY43, FJFCY43, DJFCY43, 2SFQH03, GJFCY43
1. Oracle Asset #:	242349, 242347, 242346, 233327, 242348
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	512-943-1283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jessica Toothman 4/15/2024 10:22 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 19-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OFFICE DESK
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	SENTRY SAFE
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	4 DRAWER FILE CABINET
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 4/22/2024 8:10 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 02-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 Laptop
1. Manufacturer ID #:	66WBJW2
1. Oracle Asset #:	234371
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Latitude 5501 Laptop w/power cables
2. Manufacturer ID #:	68PR533, 8MX5M13
2. Oracle Asset #:	240459, 238346
3. Quantity (Mandatory):	1
3. Description:	Dell LCD Monitor 27" w/power cable and HDMI
3. Manufacturer ID #:	1RJDN62
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell LDC Monitor W/SOUNDBAR
4. Manufacturer ID #:	SN CN-0FP04F-72872-36L-CJFM
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL E6530 Laptop
5. Manufacturer ID #	hrt0lx1
5. Oracle Asset #	67989
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Bill Zito 4/3/2024 1:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖

Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/3/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 22-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MIRROR,RIGHT SIDE,CHEVY,84342130
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	MIRROR,LEFT SIDE,CHEVY,84342131
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	WRENCH,IMPACT,INGERSOLL-RAND,244
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	DRILL,CHARGER,BATTERY,RYOBI,P1O4,P117,P107
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	512-943-3343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 4/22/2024 9:14 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kaitlin.murphee@wilco.org - 08-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	4 drawer filing cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Glass Dry Erase Wall Mounted Calendar
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Computer Bags
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Digital Scales
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick
Transferring Dept. Contact Ph#:	512-248-3246
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 4/8/2024 9:50 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/12/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|ivah.sorber@wilco.org - 04-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	L Shape wood Desk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Michelle Broddrick
Transferring Dept. Contact Ph#:	512-048-3246
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 4/8/2024 9:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 02-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Dell Latitude 5501
1. Manufacturer ID #:	Service Tag #D4LXXY2 County Asset Tag #11942,Service Tag #6FLXXY2 County Asset Tag #16289,Service Tag #7C3YYY2 County Asset Tag #12018,Service Tag #CY8YYY2 County Asset Tag #12056,Service Tag #C63YYY2 County Asset Tag #11944
1. Oracle Asset #:	233292, 233295, 233294, 233306, 233302
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Latitude 5501
2. Manufacturer ID #:	Service Tag #CB3YYY2 County Asset Tag #13994, Service Tag #bv8YYY2 County Asset Tag #12011,
2. Oracle Asset #:	233298, 233299
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E6540
3. Manufacturer ID #:	Service Tag #JDR1F72 County Asset Tag #17741
3. Oracle Asset #:	150352
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell OptiPlex 7050
4. Manufacturer ID #:	Service Tag #H00KCH2 County Asset Tag #3363
4. Oracle Asset #:	204704
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell OptiPlex 7060
5. Manufacturer ID #	Service Tag #5FWY0T2 County Asset Tag #8740
5. Oracle Asset #	216136
5. Condition of Assets	Working
Transferring Dept.:	Infrastructure Department
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	512-943-3331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kelly J. Murphy 4/3/2024 10:29 AM

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/4/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|maalcala@wilco.org - 11-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	15
1. Description:	Dell Latitude Laptops
1. Oracle Asset #:	see excel spreadsheet
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Canon Scanner Image Formula
2. Oracle Asset #:	see excel spreadsheet
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP Monitor
3. Manufacturer ID #:	8613-CNC4020N85
3. Oracle Asset #:	see excel spreadsheet
3. Condition of Assets:	Working
4. Quantity (Mandatory):	6
4. Description:	Misc Equipment
4. Oracle Asset #:	see excel spreadsheet
4. Condition of Assets:	Working
5. Quantity (Mandatory):	12
5. Description	Fujitsu Scanners
5. Oracle Asset #	see excel spreadsheet
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 3
Transferring Dept. Contact Person	Mary Alcala
Transferring Dept. Contact Ph#:	512-943-1505
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mary Alcala 4/11/2024 3:15 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101

Asset(s) delivered to warehouse on:	4/12/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Description	Serial #
Dell Latitude 5501	15617-394KM33 15612-9JYJM33 13504-FFBBW33 13505-HKXKM33 16804-BB5JM33 13509-DJBBW33
Dell Latitude 3390 2 in 1	15634-B9495P2 11264-D9495P2 16805-C9495P2
Dell Latitude 3500	15613-7SX2MW2 15616-8NX2MW2 13505-3TX2MW2 16803-9NX2MW2 13500-FTX2MW2
Dell Latitude 5580	1699-5V5S4M2
Cannon Image Formula Scanner	17892-FB317435 13501-FB301286 13508-FB301281
Misc. Equipment	Scan ID: 901E-200630283 901E-200630300 901E-200630290 901E-200630284 2 calculators
Fujitsu Scanners	1703-503-608 1718-aaa-da00579 1708-aaada-02962 1726-aaada-00582 1728-504-034 1716-503-643

1732-503-625
1722-aaada-00571
1733-503-629
1712-503-645
1709-aaada-02973
1701-aaada-00434

Oracle ID

248485
248481
248477
248476
248480
248478

219047
219049
219048

240413
240404
240425
240358
240431

202710

63646
54094
54099

not found in oracle
not found in oracle
not found in oracle
not found in oracle
not found in oracle

77388
83226
115286
83229
83225
77387

77390
83228
77389
77386
115285
115284

Asset Status Change

Title:	i:0#.f|membership|cherie.vasquez@wilco.org - 16-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Stack-On floor safe
1. Manufacturer ID #:	service tag number 1736
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Justice of the Peace 3
Transferring Dept. Contact Person	Cherie Vasquez
Transferring Dept. Contact Ph#:	512-943-1508
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Cherie Vasquez 4/16/2024 3:27 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/17/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 22-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	K9 Kato Ballistic Vest
1. Manufacturer ID #:	1801197318 / WCSO #04839
1. Oracle Asset #:	206723
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	K9 Ekter Ballistic Vest
2. Manufacturer ID #:	1803132613 / WCSO #04929
2. Oracle Asset #:	206835
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	K9 Ike Ballistic Vest
3. Manufacturer ID #:	1801197321 / WCSO#04837
3. Oracle Asset #:	206721
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	K9 Rodin Ballistic Vest
4. Manufacturer ID #:	1801197317 / WCSO #04835
4. Oracle Asset #:	206719
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	K9 Jayko Ballistic Vest
5. Manufacturer ID #	1801197320 / WCSO #04838
5. Oracle Asset #	206722
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James David 4/2/2024 3:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 22-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	K9 Harvey Ballistic Vest
1. Manufacturer ID #:	1801197316 / WCSO #04836
1. Oracle Asset #:	209720
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James David 4/2/2024 3:06 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 02-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7070 Desktop
1. Manufacturer ID #:	CKN1853
1. Oracle Asset #:	248588
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell computer monitor
2. Manufacturer ID #:	DPLNC92
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell computer monitor
3. Manufacturer ID #:	BPLNC92
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Keyboard/Mouse
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 4/2/2024 3:00 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/3/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 03-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Wood Bookshelfs
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Wood desk filing ped on casters
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 4/3/2024 8:03 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/10/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 03-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Metal Desks
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	L Shaped Metal Desks
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Metal corner piece for desk
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	I Shaped Wood Desk
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	Wood Desk
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 4/3/2024 8:03 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/10/2024

Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|misty.cordero-pierce@wilco.org - 17-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Night stand
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Misty Cordero-Pierce
Transferring Dept. Contact Ph#:	5129431900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Misty Cordero-Pierce 4/17/2024 10:35 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34101
Asset(s) delivered to warehouse on:	4/17/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thill@wilco.org - 02-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	60
1. Description:	Items from Life Steps (Red House)
1. Manufacturer ID #:	See attached list
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Tony Hill
Transferring Dept. Contact Ph#:	512-943-3314
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✖
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/7/2024
Agenda Item:	34140

Asset Status Change

Commissioners Court - Regular Session **8.**

Meeting Date: 05/07/2024

Assets for Destruction Monthly Report 05.07.24

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 04.02.24 through 04.25.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Destruction Assets Report 05.07.24

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	05/02/2024 11:16 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:29 AM
Form Started By: misty.brooks		Started On: 04/23/2024 08:44 AM
Final Approval Date: 05/02/2024		

"April 2024	Monthly Report	**Court Date:**	05.07.24
Williamson County - Assets for Destruction		**Agenda #:**	34102
Item	**Serial Number**	**Quantity**	**Department**
Rigid Auger	K-400-72 VBZ704660917	1	Building Maintenance
PowerBack Electric Generator	CGTP3000	1	Building Maintenance
Excell pressure washer	EXH2425	1	Building Maintenance

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 03-04-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Rigid Auger
1. Manufacturer ID #:	K-400-72 VBZ704660917
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	PowerBack Electric Generator
2. Manufacturer ID #:	CGTP3000
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Excell pressure washer
3. Manufacturer ID #:	EXH2425
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	512-943-3308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 4/3/2024 9:02 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	5/7/2024
Agenda Item:	34102

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 05/07/2024

Assets for Internal Department Transfer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the purchasing department monthly report of asset disposition through Internal Department Transfer, pursuant to Texas Local Government Code 263.152, for the period 04.01.2024-04.30.2024.

Background

Please see the attached list for more details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

April Internal Department Transfer Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 05:26 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:10 AM
Form Started By: Koren Shannon		Started On: 04/26/2024 12:16 PM
Final Approval Date: 05/02/2024		

*April 2024 Monthly Report **Court Date:**

Williamson County - Assets for Transfer

Agenda #:

Item	Serial Number	Quantity	From Department	To Department
Motorola-Gang-Charger	None-not in Oracle	3	911 Communications	Emergency Management
ICOM IC-F8101	33001137	1	911 Communications	Emergency Management
DYNEX DX-55L	9TD55J111301121112	1	911 Communications	Emergency Management
KENWOOD TM-D710GA	B9110096	1	911 Communications	Emergency Management
KENWOOD TM-D710GA	B9110114	1	911 Communications	Emergency Management
KENWOOD TM-D710GA	B6210082	1	911 Communications	Emergency Management
YAESU FT-857	6G060567	1	911 Communications	Emergency Management
SMX920 ANALOG REPEATER	170811718	1	911 Communications	Emergency Management
SMX920 ANALOG REPEATER	170811719	1	911 Communications	Emergency Management
SMX920 ANALOG REPEATER	170811720	1	911 Communications	Emergency Management
SMX920 ANALOG REPEATER	170811721	1	911 Communications	Emergency Management
RMC3 Upgrade Project (equipment & Services)	1FACXBS7CHBJ9020	1	911 Communications	Emergency Management
TH-D74A HANDHELD RADIO	B7510335	1	911 Communications	Emergency Management
TH-D74A HANDHELD RADIO	B7710036	1	911 Communications	Emergency Management
TH-D74A HANDHELD RADIO	B7710334	1	911 Communications	Emergency Management
TH-D74A HANDHELD RADIO	B7510333	1	911 Communications	Emergency Management
RETRO FIT LADDER	Oracle ID 64393	1	911 Communications	Emergency Management
MOTOROLA GTR 800 CONVENTIONAL	112CRV0304	1	911 Communications	Emergency Management
MOTOROLA GTR 800 CONVENTIONAL	112CRV0299	1	911 Communications	Emergency Management
MOTOROLA GTR 800 CONVENTIONAL	112CRV0302	1	911 Communications	Emergency Management
MOTOROLA GTR 800 CONVENTIONAL	112CRV0301	1	911 Communications	Emergency Management
MOTOROLA GTR 800 CONVENTIONAL	112CRV0298	1	911 Communications	Emergency Management
MOTOROLA APX7500 DUAL BAND	656CRV1596	1	911 Communications	Emergency Management
MOTOROLA APX7500 DUAL BAND	656CRV1595	1	911 Communications	Emergency Management
MOTOROLA APX7500 DUAL BAND	656CRV1612	1	911 Communications	Emergency Management
MOTOROLA APX7500 DUAL BAND	656CRV1613	1	911 Communications	Emergency Management

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 12-04-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	SMX920 ANALOG REPEATER
1. Manufacturer ID #:	170811718, 170811719, 170811720, 170811721
1. Oracle Asset #:	200705, 200706, 200733, 200734
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	RMC3 Upgrade project (equipment & services)
2. Manufacturer ID #:	1FVACXBS7CHBJ9020
2. Oracle Asset #:	258661
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	TH-D74A HANDHELD RADIO
3. Manufacturer ID #:	B7510335, B7710036, B7710334, B7510333
3. Oracle Asset #:	193796, 193797, 193798, 193799
3. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 4/15/2024 9:33 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Management
Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	3-8205
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Shantelle Brannon
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Shantelle Brannon 4/15/2024 10:14 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	5/7/2024
Agenda Item:	34140

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 17-04-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	RETRO FIT LADDER
1. Manufacturer ID #:	Oracle ID 64393
1. Oracle Asset #:	64393
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	5
2. Description:	MOTOROLA GTR 800 CONVENTIONAL
2. Manufacturer ID #:	112CRV0304, 112CRV0299, 112CRV0302, 112CRV0301, 112CRV0298
2. Oracle Asset #:	168657, 168654, 168656, 168655, 168653
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	MOTOROLA APX7500 DUAL BAND
3. Manufacturer ID #:	656CRV1596, 656CRV1595, 656CRV1612, 656CRV1613
3. Oracle Asset #:	168890, 168889, 168651, 168652
3. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 4/17/2024 2:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Management
Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	3-8205
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Shantelle Brannon
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Shantelle Brannon 4/18/2024 5:10 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	5/7/2024
Agenda Item:	34140

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|candi.semple@wilco.org - 12-04-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Motorola Gang-charger
1. Manufacturer ID #:	none-not in oraclr
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	ICOM IC-F8101
2. Manufacturer ID #:	33001137
2. Oracle Asset #:	210973
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	KENWOOD TM-D710GA
3. Manufacturer ID #:	B9110096, B9110114, B6210082
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	YAESU FT-857
4. Manufacturer ID #:	6G060567
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DYNEX DX-55L
5. Manufacturer ID #	9TD55J111301121112
5. Oracle Asset #	57019
5. Condition of Assets	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 4/15/2024 9:32 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Management

Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	3-8205
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Shantelle Brannon
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Shantelle Brannon 4/16/2024 4:30 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	5/7/2024
Agenda Item:	33788

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 05/07/2024

Vehicle Status Change - Assets for Auction 05.07.24

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152, including:

- One 2020 Chevrolet Tahoe, VIN #1144; and
- One 2020 BMW R1250RT, VIN #3732.

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Auction

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	05/02/2024 05:25 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:09 AM
Form Started By: misty.brooks		Started On: 04/25/2024 02:15 PM
Final Approval Date: 05/02/2024		

County VIN/Serial Number	1GNLCDEC8LR251144
Make	CHEVROLET
License Plate	1426412
Year	2020
Model	TAHOE
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB2044
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Unit declared a total loss
Comments (mileage, mechanical issues, other info)	50K MILES - ACCIDENT - ROLL OVER
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	5/7/2024
VSC Review	
Department	560 - Sheriffs Office
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	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ James David 4/24/2024 10:46 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/24/2024 11:03 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 4/24/2024 11:07 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 4/24/2024 12:44 PM
Purchasing Department Signature	✘
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	92
Version	7.0
Attachments	False
Created	4/24/2024 10:45 AM
Created By	Mark Stevens
Modified	4/25/2024 12:35 PM
Modified By	Misty Brooks

County VIN/Serial Number	WB10J6304L6D43732
Make	BMW
License Plate	1613XY
Year	2020
Model	R1250RT
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SE2067
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Deemed a total loss
Comments (mileage, mechanical issues, other info)	UNIT STRUCK A DEER - TOTAL LOSS
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	5/7/2024
VSC Review	
Department	560 - Sheriffs Office
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	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ James David 12/19/2023 8:19 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 12/19/2023 8:48 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 4/24/2024 11:14 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 4/24/2024 12:53 PM
Purchasing Department Signature	✘
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	59
Version	7.0
Attachments	False
Created	12/19/2023 8:17 AM
Created By	Mark Stevens
Modified	4/25/2024 12:37 PM
Modified By	Misty Brooks

Commissioners Court - Regular Session **11.**

Meeting Date: 05/07/2024

DWI / Drug Court Grant Approval

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the Texas Bar Foundation grant award of Grant Number 7424, to support the Williamson County DWI/Drug Court Program in the amount of $27,215.

Background

The awarded funding from the Texas Bar Foundation will provide in-house evidence-based Moral Recognition Therapy groups (MRT), individual and family mental health treatment and alcohol/drug use monitoring to ensure public safety.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TX Bar Foundation Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/29/2024 09:47 AM
Form Started By: Pierce Kathy		Started On: 04/25/2024 02:08 PM
Final Approval Date: 04/29/2024		

Williamson County DWI/Drug Court Program

Spring 2024 Grant Application

Williamson County

Judge Bill Gravell Jr.
710 S. Main Street Ste. 301
Georgetown, TX 78626
O: 512-943-1500

Mrs. Tanya Kunz

405 Martin Luther King, Blvd., Box 4
Georgetown, TX 78626
tanya.kunz@wilco.org
O: 512-943-1568

FollowUp Form Texas Bar Foundation Grant Agreement

Terms & Conditions

Grant Number

74 24

Primary Organization Name

Williamson County

Project Name

Name of Project

Williamson County DWI/Drug Court Program

Amount Awarded

$27,215.00

THIS AGREEMENT DETAILS THE RESPONSIBILITIES OF THE TEXAS BAR FOUNDATION AND YOUR ORGANIZATION (GRANTEE), AND THE TERMS AND CONDITIONS OF THE GRANT.

The following terms apply to your use of the Foundation's grant:*

- Grant funds will be available for a one-year period.Texas Bar Foundation grant funds may be used only in the manner stated in your application. **To vary the use, you first must request the variance and receive the Foundation's written approval, *prior to the funds being expended*.** Please contact Amy Weir at 512-480-8000 or aweir@txbf.org for instructions to request a variance.
- An agreement accepting the terms and conditions of the grant must be **submitted within 90 days of funding notification or the award will be rescinded.**
- **Grant checks must be cashed within 90 days of the award date or the award may be rescinded.**
- Any grant funds not expended for the purposes of the grant within the year beginning April 12, 2024 must be returned to the Foundation. You are required to maintain financial records for expenditures and receipts relating to this project.
- The Texas Bar Foundation reserves the property rights, copyrights and all other rights of reproduction with respect to any intellectual property for which service is provided as a condition of this grant.
- In any publication; print, electronic, or social media, if copyrighted material is used, a copy of the release must be included with your final report.

I Agree To The Above

Special Terms or Conditions

Acceptance of Special Terms or Conditions, if any

I agree to the Special Terms or Conditions listed above.

Extension Request*

We strongly discourage extension requests. If one is needed, please contact Amy Weir at 512-480-8000 or aweir@txbf.org *at least 2 weeks before the follow-up report's due date* for instructions on how to make the request. If the extension is approved, you will be notified of the new deadline.

I agree to request an extension prior to the deadline of the follow-up report.

Press Release*

A press release regarding the grant must be sent to the media by the grant recipient.

The **press release** MUST include standard language and a list:

- The following standard language must be included: **"Since its inception in 1965, the Texas Bar Foundation has awarded more than $27 million in grants to law-related programs. Supported by members of the State Bar of Texas, the Texas Bar Foundation is the nation's largest charitably-funded bar foundation."**
- A list of the media outlets receiving the press release should be submitted to the Foundation. The Bar Foundation understands that media (newspapers, radio, etc.) may not use your release at all, or may edit your press release, but you must use the language so they have the opportunity to include it.

I agree to submit a press release and include the required language.

Social Media*

Grant recipients SHALL post an announcement about the grant on the organization's social media platforms and tag the Texas Bar Foundation.

I agree to post on social media and tag the Texas Bar Foundation on social media.

Grant Reporting*

(1) The **6-month narrative report** describes progress made toward the goals. The **Final narrative report, due at the end of 12 months**, should specify how the target community has benefited from the project, should identify obstacles and successes encountered in the project. If applicable, a copy of any printed or electronic final product should be included with the final report.

(2) A financial summary according to the line-item categories of the approved budget, which has been certified as correct by the responsible financial official of your organization must be included with your final report.

(3) Project Highlights & Client Profile with either report – Please include a short story of any special project highlights occurring during the past year, and a separate, short description of a client who was assisted by this project. This information may be used by the Texas Bar Foundation for publicity efforts, therefore, please change identifiers to protect client confidentiality.

I Agree To The Above

Noncompliance, *for any reason*, with the Texas Bar Foundation's requests regarding reports or the content of the press release could result in disapproval of future applications from your organization.

- **Grantees more than one month late in submitting the press release, media posting, or 6-month progress report *without prior approval* will not be eligible for funding for 3 grant application submission deadlines.**
- **Grantees that fail to submit a final report with financials will be ineligible to apply for another grant. Notice of this status will be sent via certified mail to the organization. A final report with financials must be submitted in order for the grantee to resume eligibility. Eligibility will resume 6 grant application submission deadlines *after submission of the final report and financials.***

Reporting Requirements*

I understand the reporting requirements and the penalities for noncompliance.

Receipt of Grant Funds*

After submitting this agreement a check will be mailed to the name and address on the grant application. The Grant Award Check will void after 90 days if not cashed. If grantee has not cashed the grant award check within 90 days of funding the Foundation may deny or withdraw the approved funding.

I understand the grant check must be cashed within 90 days.

Project Description

Please verify this description of the grant which will be used in our print materials. If any changes are needed, please contact Amy Weir aweir@txbf.org or 512-480-8000.

To provide in-house, evidence-based Moral Recognition Therapy groups (MRT), individual and family mental health treatment, and alcohol/drug use monitoring to ensure public safety.

*

I agree with the above project description.

Generic Communications

In order to reduce the amount of mail theTexas Bar Foundation receives that is not specifically relevant to the management of this grant, the Grantee agrees to keep the Foundation off its generic marketing, distribution, and mailing lists, including, but not limited to, annual reports, newsletters, and donor appeals.

I Agree To The Above

In serving the public interest, the Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, it is the Foundation's expectation that in the implementation of this grant you will not discriminate with respect to race, color, religion, sex, national origin, mental or physical disability, age, citizenship status, veteran's status, or sexual orientation.

If this agreement sets forth your understanding of the terms of this grant, please sign this form as soon as possible. Approximately three weeks after we receive the signed form you will receive our check for the full amount of your grant.

In all written correspondence, please use the grant number above.

Acceptance of Terms & Conditions*

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below Grantee agrees to accept and comply with the stated terms and conditions of this grant.

I Accept Grant Terms and Conditions

Authorized Signature*

The electronic signature on this document of the person authorized to make legal contracts for Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee.

Bill Gravell Jr.

Title*

Williamson County Judge

Date*

04/23/2024

File Attachment Summary

Applicant File Uploads

No files were uploaded

Commissioners Court - Regular Session **12.**

Meeting Date: 05/07/2024

Amend Westlaw Contract for District Attorney's Office

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Amended Contract 195135 between Williamson County District Attorney and West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for a Westlaw Proflex Subscription pursuant to #DIR-LGL-CALIR-02. The term of the original agreement was 36 months, with a 5% increase in year two and year three. The monthly charges going forward will be $2,729.00, through September 30, 2024, the end of the contract term. The reason for the amendment is due to the addition of an additional attorney position which was added in FY24 but had been vacant until now.

Background

The approval of this item will benefit the operations of the Williamson County District Attorney's Office by providing access for their attorneys to case law and other research tools. The attached agreement contains more detailed information regarding the subscription. The original agreement was signed 08.24.21, Item #20. The amended agreement will continue through September 30, 2024, the end of the current contract term. Department contact is Grace Frias. This expenditure will be charged to 01.0100.0440.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Westlaw Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:36 AM
Form Started By: Grace Frias		Started On: 05/02/2024 11:20 AM
Final Approval Date: 05/02/2024		

Thomson Reuters™

Order Form

Order ID: Q-08405773

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000031733 WILLIAMSON COUNTY DISTRICT ATTORNEY APPELLATE DIV 405 MARTIN LUTHER KING ST STE 265 GEORGETOWN TX 78626-4901 US "Customer"	Account #: 1000031733 WILLIAMSON COUNTY DISTRICT ATTORNEY APPELLATE DIV 405 MARTIN LUTHER KING ST STE 265 GEORGETOWN TX 78626-4901 US	Account #: 1000031733 WILLIAMSON COUNTY DISTRICT ATTORNEY APPELLATE DIV 405 MARTIN LUTHER KING ST STE 265 GEORGETOWN, TX 78626-4901 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

ProFlex Modification

Material #	Product	Agreement #	New Monthly Charges
40757482	West Proflex	0000195135	$2,729.00

This Order Form modifies the current order form for the products listed above("Original Order Form"). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged.

ProFlex Modification Governing Agreement. Access and use of the products and services on this ProFlex Modification Order Form is governed by the same agreement terms and conditions as the order form this Order Form is modifying ("General Terms and Conditions") along with any applicable Product Specific Terms (set forth below). Such terms are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

If you are licensing banded products, you certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.
https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Generative Artificial Intelligence ("AI") Features Product Specific Terms: The following product specific terms shall apply to any Generative AI features, including AI Assisted Research, available through the products and services on this order form, and are incorporated by reference: http://tr.com/ai-content-product-specific-terms

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: http://tr.com/drafting-tools-product-specific-terms.

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Acknowledgement: Order ID: Q-08405773

Signature of Authorized Representative for order	**Title**

Printed Name **Date**

This Order Form will expire and will not be accepted after 6/29/2024.

Thomson Reuters™

Attachment Order ID: Q-08405773

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000031733
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Gonzalez, Rene
Email: rene.gonzalez@wilco.org

eBilling Contact
Contact Name Rene Gonzalez
Email **rene.gonzalez@wilco.org**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000031733	WILLIAMSON COUNTY DISTRICT ATTORNEY	405 MARTIN LUTHER KING ST STE 265 GEORGETOWN TX 78626-4901 US	Existing

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type
40757481	West Proflex	0000195135		1	Each	Exist
42077754	Westlaw All Analytical, Enterprise access, Government	0000195135	25	26	Attorneys	Exist
41984066	Gvt - Briefs For Government (Westlaw PRO™)	0000195135	25	26	Attorneys	Exist
41985644	Gvt - Trial Court Documents For Government (Westlaw PRO™)	0000195135	25	26	Attorneys	Exist
42510229	Westlaw Edge National Primary Law, Enterprise access, Government	0000195135	25	26	Attorneys	Exist

Commissioners Court - Regular Session **13.**

Meeting Date: 05/07/2024

Execution of Warranty Documents for Sports Courts Resurfacing

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the close out documents and executing the warranty period with Hellas Construction, Inc. for the sports courts resurfacing project at Southwest Williamson County Regional Park.

Background

A contract for construction #2024118 with Hellas Construction, Inc. was previously approved on February 6, 2024 for resurfacing of tennis and basketball courts at Southwest Williamson County Regional Park. Additional work included converting three of the six basketball courts to six pickleball courts. All work was completed April 11, 2024, beginning the twelve (12) month warranty period.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hellas Construction - Performance Bonds

Hellas Construction - Warranty

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/29/2024 09:49 AM
Form Started By: Russell Fishbeck		Started On: 04/29/2024 08:24 AM
Final Approval Date: 04/29/2024		

Liberty Mutual SURETY

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

PERFORMANCE BOND

Bond Number: **022237832**

KNOW ALL MEN BY THESE PRESENTS, that we **Hellas Construction, Inc.**

Liberty Mutual Insurance Company, as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto **Williamson County, Texas**, as obligee (the "Obligee"), in the penal sum of **Two Hundred Twenty-four Thousand Four Hundred Sixteen & 50/100** Dollars ($ **224,416.50**), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the **6th** day of **February**, 20**24**, entered into a contract (the "Contract") with the Obligee for **Williamson County SW Regional Park's Tennis, Pickleball and Basketball Courts, Williamson County, TX**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

   1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or

   1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or

   1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

      a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee; or

      b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligee for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligee by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.

3. The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

7. Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

DATED as of this **21st** day of **February**, 20 **24**.

WITNESS / ATTEST

Hellas Construction, Inc.
(Principal)

By: _____ (Seal)
Name:
Title:

HELLAS CONSTRUCTION, INC. CORPORATE SEAL 2003 TEXAS

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Attorney-in-Fact
Ginger Hoke

Liberty Mutual

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

(Public Work - State of Texas)

Bond Number: **022237832**

KNOW ALL MEN BY THESE PRESENTS: that **Hellas Construction, Inc.**
12000 West Parmer Lane Austin, TX 78613
as Principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto **Williamson County, Texas**
321 W. 8th St. Georgetown, TX 78626
, as obligee (the "Obligee"), in the amount of **Two Hundred Twenty-four Thousand Four Hundred Sixteen & 50/100** Dollars (**$224,416.50**), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the **6th** day of **February**, **2024**, to

Williamson County SW Regional Park's Tennis, Pickleball and Basketball Courts, Williamson County, TX

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the Provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Pursuant to Chapter 2253, any notice of claim should be sent to the Surety at the address referenced above.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **21st** day of **February**, **2024**.

WITNESS / ATTEST:

Hellas Construction, Inc.
(Principal)

By: _____ (Seal)
Name:
Title:

HELLAS CONSTRUCTION, INC. CORPORATE SEAL 2003 TEXAS

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Attorney-in-Fact
Ginger Hoke

MAINTENANCE BOND

Bond No. 022237832

ALL MEN BY THESE PRESENTS:

That, Hellas Construction, Inc. of Austin, TX
as Principal, and the Liberty Mutual Insurance Company as Surety,
are held and firmly bound unto Williamson County, Texas in the

penal sum of Forty Four Thousand Eight Hundred Eighty Four and Zero & 00/100 ($ 44,884.00)

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal entered into a certain contract, with
Williamson County, Texas
To furnish all the material and labor necessary for the construction of
Williamson County SW Regional Park's Tennis, Pickleball and Basketball Courts, Williamson County, TX

in Georgetown, TX In conformity with certain specifications; and

Whereas a further condition of said contract is that the said Principal should furnish a bond in indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in
said work within a period of 1 Year years from date of acceptance of the work
under said contract; and

Whereas the said Liberty Mutual Insurance Company for a valuable consideration,
has agreed to join with said Principal in such bond or guarantee, indemnifying said
Williamson County, Texas

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost and expense, remedy any and all defects that may develop in said work within the period
of 1 Year years from the date of date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise, to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 21st
day of February , 2024 .

Hellas Construction, Inc.
Principal
By: Chad Estes

Liberty Mutual Insurance Company
Surety
By: Ginger Hoke
Ginger Hoke Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
Seal No. 4684

175 Berkeley Street
Address

Boston, MA 02116

Project

Williamson SW County Regional Park Resurfacing

Hellas Job

20240108

Closeout Documents

Table of Contents

I. Affidavit of Non-Asbestos Lead and PCB Use
II. 1 Year Warranty – Court Surfacing
III. Court Surface Maintenance Manual

HELLAS
12000 W. PARMER LN.
AUSTIN, TX 78613

AFFIDAVIT OF NON-ASBESTOS, LEAD, AND PCB USE IN PROJECT

Project Name: Williamson Park Resurfacing

The undersigned does affirm and certify that "to the best of their knowledge and belief asbestos, lead and PCB containing materials have not been used or incorporated into the Work and lead or lead bearing materials have not been incorporated into potable water systems", including, but not limited to those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibs, as applicable to the project, and that lead sheet lashing used in through roof plumbing penetration application is the only lead on the project, in addition to trace amounts of lead found in crumb rubber infill used in synthetic turf applications, when applicable.

Hellas

State of Texas
County of

Sworn to and subscribed before me on this 11 day of April, 2024.

Notary Public

JERSON CERRATO WARD
Notary Public, State of Texas
Comm. Expires 01-26-2025
Notary ID 130969380

My commission expires 1/26/25

WARRANTY

Williamson Park Resurfacing

INSTALLED AT

3005 County Road 175
Leander, TX 78641

OWNER

Williamson County

IMPORTANT: PLEASE SIGN AND RETURN ONE COPY OF THIS WARRANTY TO THE ADDRESS BELOW IN ORDER FOR US TO REGISTER YOUR TRACK / TENNIS WARRANTY IN OUR SYSTEM.

FAILURE TO DO THIS MAY RESULT IN DELAYS OR DENIAL IN CASE OF A CLAIM !

HELLAS
12000 West Parmer Lane
Cedar Park, Texas 78613
Office: 512-250-2910
FAX: 512-250-1960

WARRANTOR: Hellas
12000 West Parmer Lane
Cedar Park, TX 78613

OWNER: Williamson County

PROJECT: Williamson SW County Regional Park Resurfacing

Installed at
3005 County Road 175
Leander, TX 78641

WARRANTY: HELLAS warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, and that the Surface was installed in accordance with the drawings, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of 12 months and the colored surface will not wear through for a period of twelve months from the effective Date as defined below.

RESPONSE FOR WARRANTY REPAIRS: HELLAS agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after HELLAS carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by HELLAS within thirty calendar days from HELLAS's receipt of Owner's written notice requesting such repairs, or within such other time in excess of thirty calendar days as Owner and HELLAS may mutually agree in writing.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications which were not provided by HELLAS; (b) an inadequate or defective pre-existing base or surface under the Surface covered by this Warranty; (c) the inherent characteristics of the earth or surface upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) excessive static or dynamic loads; (g) use of improper cleaning methods; or (h) Owner's failure to care for and maintain the Surface in accordance with HELLAS's written instructions. HELLAS does not warrant or guarantee the accuracy or sufficiency of any drawings, plans or specifications not prepared by HELLAS, and which were used in connection with installing the Surface. This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without HELLAS's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON HELLAS' PART. HELLAS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY.

HELLAS'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. HELLAS'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

HELLAS neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, installation, or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with HELLAS's contract for the Surface and shall not be enforceable against any such party. Labor and materials needed for any repair work not covered by this Warranty will be billed to Owner at HELLAS' regular hourly rates and materials charges.

OBLIGATIONS OF PURCHASER/CONDITIONS COVERAGE: The above warranties and HELLAS, obligations hereunder are expressly conditioned upon:

- HELLAS must be in receipt of payment in full of the purchase price.
- Upon discovery of the need for repair to the Tennis Surface, Purchaser is required to promptly inform HELLAS of such a need, and only HELLAS may perform such repair. Repairs carried out by any entity other than HELLAS shall void this warranty. Repairs of the product(s) found to be defective within the one-year warranty period shall be covered by HELLAS per contract documents.
- The purchasers maintenance and caring for the Surface in accordance with HELLAS, instructions and recommendations, including the care and maintenance of the Surface, the retention of the Surface, and/or accessories at the original place of installation.

This warranty is non-transferable and is extended only to the original purchaser.

WARRANTY DISCLAIMER ON PRE-EXISTING BASE AND UNDERLYING SURFACE COATING: All pre-existing base and surface coating (if any) upon which the new HELLAS Surface has been installed is specifically excluded from any coverage under this Warranty. HELLAS' previous acceptance of any such pre-existing base or surface coating for installation of the Surface shall not be deemed to constitute a warranty or other guaranty thereof. Depressions ("bird baths") in any pre-existing base or surface coating have been patched by HELLAS only as specified in the written plans and specifications for the Surface. Owner acknowledges and agrees that HELLAS does not guarantee that water will not collect or "pond" on the Surface after it is installed on the pre-existing base or surface coating. Owner further acknowledges and agrees that any damage caused to the Surface by (a) any pre-existing base or surface coating and (b) any cracks which are now in or which may develop hereafter in the pre-existing base or surface coating are specifically excluded from any coverage under this Warranty.

MAINTENANCE INSTRUCTIONS: HELLAS has supplied Owner with a copy of the written Instructions containing directions for the care and maintenance of the Surface. Owner acknowledges receipt of said Instructions and agrees to comply with and carry out the directions contained in it as a condition of this Warranty. The terms of the Instructions are incorporated in this Warranty by reference.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: Contract Administrator, (Track/Tennis), HELLAS, 12000 West Parmer Lane, Cedar Park, TX 78613.

INSPECTION AND TESTS: HELLAS shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as HELLAS in its discretion may deem advisable. Owner shall promptly furnish HELLAS with a copy of all written reports of any tests performed by Owner or on Owner's behalf. HELLAS shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that HELLAS shall pay for the costs of all tests and analyses conducted or directed by HELLAS's representatives.

EFFECTIVE DATE: The Effective Date of this Warranty is - 4/11/2024

GOVERNING LAW: This Warranty shall be governed by and interpreted in accordance with the laws of the State of Texas.

Williamson County	**HELLAS**
By: _____	By: _____
Title: _____	Title: C.C.O.
Date: _____	Date: 4/11/2024

Attachment: Instructions for Care and Maintenance of Your HELLAS Tennis Court Surface

Court Surface Care and Maintenance

To maximize the useful life of your Hellas court, regular inspection, maintenance, and record keeping is recommended. The level of required maintenance will vary depending on the geographic location, the frequency of use, player conduct and if the court is used for other purposes.

Over time courts will eventually need some repair. However, with a well-developed maintenance plan, performed at timely intervals with maintenance and inspection records of court conditions, and quickly repairing minor irregularities will be more cost effective in the long run. Addressing concerns promptly will assist in preventing premature deterioration that could lead to major repair or possible reconstruction.

Regular Maintenance

To enjoy your court for longer, the following preventative measures should be followed:

1. **Tennis Only Activities**
    a. No skateboards, rollerblades, roller skates, bicycles, etc on the court surface.
2. **Proper Footwear**
    a. White soled or non-marking shoes only. Black-soled can leave streaks or marks on the court surface.
3. **Regular Maintenance**
    a. Hellas recommends occasional sweeping with a soft brush as stiff brooms can damage the surface. Monthly power blowing and washing of the courts is also recommended to remove dirt and dust from the surface of the court.
    b. Use care when using any pressure-type cleaning equipment since excessive pressure may damage court surfaces, windscreens or curtains. Do not use high pressure-zero-degree nozzles. Do not use unapproved or harsh cleaning agents. Use water only or water with a small amount of liquid mild detergent for stained areas. Note: If it rains frequently and the courts drain quickly, extra cleaning may not be necessary.
    c. Remove debris immediately and spot-clean spills as soon as they occur to avoid stains, tripping hazards, and damage to the surface.
    d. Stains or bleaching can come from tree sap, twigs, grass, dead insects, bird droppings, food, and beverages. Prevention is key to avoiding hardened stains or severe bleaching which cannot be corrected easily and re-coating the entire court may be necessary.
        i. Prohibit food and beverages (except water) in the court area.
        ii. Prohibit smoking on the court.
        iii. Prohibit glass bottles, cups, or other breakable containers.
        iv. Prohibit chairs, benches, heavy objects, or other equipment.
        v. Keep trash in waste baskets.
        vi. Trees overhanging courts should be addressed quickly.
    e. Mold & Mildew - If shaded areas appear to have mold, mildew or algae, a rotary pressure washer on low psi should remove them. Note: Clean acrylic surfaces do not support the growth of fungus.
4. **Wet Spots**
    a. Standing water can cause bubbling and premature delamination of the color system. Any areas that hold puddles after rain or after washing should be removed with soft brush, squeegee, or foam sponge.
    b. Snow, mud, or dirt that is tracked into the court can cause marks and stains. Spot-clean as soon as it occurs.
    c. Do not allow play when the surface is wet.
5. **Inspections & Repairs**
    a. Inspect court pre-season and post-season for wear, damage, or vandalism on equipment or surfaces.
    b. Normal wearing and fading of color coatings may be expected and generally occur behind the baseline and around the net.
    c. Chipping around the footings, net posts, center strap anchor, fence or light poles can occur due to the normal expansion and contraction of the concrete and asphalt court depending on geographical location.
    d. Notate bubbles, peeling, flaking and other surface wear. Small wear can be repaired with patching. Racquets may also cause divots on asphalt surfaces.
    e. Notate size of cracks. Asphalt courts will eventually have cracks, and even with repair, may reappear. Some cracks are typical signs of normal wear however, some may suggest more serious issues. Weeds can accelerate the expansion of cracks; therefore, the use of approved herbicide can prevent growth.
    f. Surface crack repairs should only be used by approved crack-repair materials that are designed for tennis court surfaces. Unapproved materials can damage the surface and affect future adhesion of tennis surfacing systems when recoating may be required.

Winterizing

- Crack Repair - In colder climates, cracks should be repaired before winter arrives to avoid water settling into the crack, freezing, and enlarging the crack further.
- Court Cleanliness - Debris on the court should be swept and cleaned before closing the courts for winter and periodically throughout the winter season, to prevent and minimize staining and bleaching.
- If snow must be removed, do so carefully and with a plastic shovel or soft bristle broom. Shoveling can damage the coating and isn't usually necessary. In fact, fallen snow that is left on the court can protect it.
- If there is ice on the surface, wait for it to melt naturally. Do not apply salt or try to chip off the ice.

Maintenance of Indoor Tennis Surfaces

- Due to the humidity and temperature of indoor acrylic courts, food and water spills can cause mold or fungus which can be prevented by cleaning promptly and regularly.
- Courts can also be swept with a soft bristle brush or wet/dry vacuum daily to prevent the accumulation of dust and dirt. Hellas also recommends washing or vacuuming monthly for further care.

COURT MAINTENANCE TABLE		
	Annually	**As Needed**
Court Surfaces		
Acrylic - Outdoor	Wash, clean & check for cracks, birdbaths, repair as needed.	Clean off spills and other contaminants. Clean after heavy rain.
Acrylic – Indoor	Wash, clean and fill cracks, or surface tears.	Clean off spills and other contaminants.
Court Accessories		
Nets	Install net, adjust height and tension.	Clean headband, net, and center strap.
Net Posts	Clean out sleeves if removed. Paint as needed. Install posts & lubricate mechanisms and sleeves.	Check for cracking and repair around net posts.
Fencing	Check that the frame is secure and free from hazards. Check gate swings, lubricate.	Inspect frame, hardware, and footings. Repair as required or replace damaged elements.
Windscreens	Inspect windscreen for damage.	Replace damaged panels.
Related Facility Concerns		
Drainage	Check systems, clear structures, and pipes.	Clear drains and repair damaged structures or pipes.
Landscaping	Prune back overgrowth and roots under courts.	Prune as required.

RECOMMENDED MAINTENANCE SCHEDULE

Daily
Check that windscreens are securely fastened to fence framework.
Sweep, vacuum or power blow court and court lines to remove debris.
Record pressure, temperature, weather conditions, inspect for leakage.
Weekly
Check net tension and height.
Check for invasive weeds, insects, or diseases.
Hose down or wash windscreens as required. Check for tears or loose seams.
Inspect courts and surroundings for drainage problems or erosion, repair.
Post Season
Clean and fill cracks and surface wears.
Wash/Clean court surface and apply algaecide and fungicide.
Clean fabric, take down, store, winterize mechanical equipment.
Clean posts, cap sleeves, repair, lubricate, order replacement parts if required.
Prune back overgrowth of nearby tree overhangs
Remove and store nets (or loosen tension). Check cables & replace as needed
Long Term Plan
Check surface thickness yearly. Re-leveling may be required if court has eroded.
Plan for fabric replacement every 10-15 years.
Indoor Court - Plan for resurfacing every 5-8 years.
Outdoor Court - Plan for resurfacing every 3-6 years.
Nets & Posts - Plan to replace every 3-5 years.

Commissioners Court - Regular Session **14.**

Meeting Date: 05/07/2024

Approval of Purchase of Routers with Presidio 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 #2024190 between Williamson County and Presidio for Routers, in the amount of $37,754.74 pursuant to DIR contract #DIR-TSO-4167.

Background

Approval of this item will support the replacement of routers for the Cisco telephone system due to existing routers reaching end of life. Purchase is needed for telephone system upgrade for Williamson County Information Systems. Funding Source is 01.0100.0503.005740 for FY24. Department contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presidio Quote

Form 1295 Presidio

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 05:20 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:13 AM
Form Started By: Barbi Hageman		Started On: 04/29/2024 03:53 PM
Final Approval Date: 05/02/2024		

PRESIDIO™

QUOTE: [redacted]
DATE: 04/23/2024
PAGE: 1 of 2

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

mike.matoska@wilco.org
(p) 512-943-3566
(f) (512) 943-1672

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

[redacted]

Customer#: WILLI035
Account Manager: [redacted]
Inside Sales Rep: [redacted]
Title: Router Refresh

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
C8300-1N1S-6T		**Initial Term:** 36 months **Billing Model:** Prepaid **Auto-Renewal Term:** Do Not Renew			
1	C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	$5,817.01	2	$11,634.02
2	CON-L1NCD-C830IN6T	CX LEVEL 1 8X7NCD Cisco Catalyst C8300	$1,662.19	2 for 36 mo(s)	$9,973.14
3	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	$0.00	2	$0.00
4	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	$0.00	2	$0.00
5	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	$0.00	2	$0.00
6	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	$0.00	2	$0.00
7	C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	$0.00	2	$0.00
8	C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	$0.00	2	$0.00
9	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	$0.00	2	$0.00
10	TE-R-SW	TE agent for IOSXE on Enterprise Routing	$0.00	2	$0.00
11	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	$0.00	2	$0.00
12	PWR-CC1-250WAC	Cisco C8300 1RU 250W AC Power supply	$0.00	4	$0.00
13	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	4	$0.00
14	NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	$974.36	2	$1,948.72
15	NIM-PVDM-64	NIM with 64-channel DSP	$2,365.78	2	$4,731.56
16	NIM-4FXO	4-port Network Interface Module - FXO (Universal)	$654.07	2	$1,308.14
17	C-SM-NIM-ADPT	Cisco Catalyst SM to NIM Module Adaptor	$1,043.73	2	$2,087.46
18	SC8KBEUK9-176	UNIVERSAL	$0.00	2	$0.00
Recurring Charges					
19	DNA-P-T1-E-3Y	Cisco DNA Essentials On-Prem Lic 3Y - upto 200M (Aggr, 400M)	$1,199.86	2 Each for 36 months	$2,399.72
20	DSTACK-T1-E	Cisco DNA Essentials Stack - upto 200M (Aggr, 400M)	$0.00	2 Each for 36 months	$0.00

PRESIDIO™

QUOTE: [redacted]
DATE: 04/23/2024

21	NWSTACK-T1-E	Cisco Network Essentials Stack - upto 200M (Aggr, 400M)	[redacted]	2 Each for 36 months	$0.00
22	SDWAN-UMB-ESS	Cisco Umbrella for DNA Essentials	$0.00	2 Each for 36 months	$0.00
23	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	[redacted]	2 Each for 36 months	$0.00
24	C83-1N1S-6T-PF	C8300-1N1S-6T Platform Selection for DNA Subscription	$0.00	2 Each for 36 months	$0.00
25	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image	$0.00	2 Each for 36 months	$0.00
26	SVS-PSTL1-T1-E3Y	Success Track L1 - DNA Essentials OnPrem Lic, T1, 3Y	$324.00	2 Each for 36 months	$648.00
				Total Recurring Charges:	**$3,047.72**
				Total:	**$34,730.76**

A-FLEX-3 **Initial Term:** 36 months **Billing Model:** Prepaid
Auto-Renewal Term: Do Not Renew **Requested Start Date:** 07/01/2024

27	A-FLEX-3	Collaboration Flex Plan 3.0	$0.00	1	$0.00
Recurring Charges					
28	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	$0.00	50 Each for 36 months	$0.00
29	A-FLEX-STD-CUBE	CUBE Standard Trunk Session License	$1.68	50 Each for 36 months	$3,024.00
				Total Recurring Charges:	**$3,024.00**
				Total:	**$3,024.00**

Sub Total:	**$37,754.74**
Grand Total:	**$37,754.74**

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

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1154433

Date Filed:
04/30/2024

Date Acknowledged:

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

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.
2024190
Presidio Q-2003223315496-05 C8300 Router Refresh

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

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

6 UNSWORN DECLARATION

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

My address is [redacted] ____, Austin, TX, 78759, 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 30 day of April, 2024.
(month) (year)

Daniel Guzman
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
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Presidio Networked Solutions Group, LLC.
Austin, TX United States

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Williamson County

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2024190
Presidio Q-2003223315496-05 C8300 Router Refresh

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **15.**

Meeting Date: 05/07/2024

Approval of Contract for Construction with Aggieland Construction, LLC, relating to the CP Annex Tax Office Drive Through Traffic Control 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, #2024188, with Aggieland Construction, LLC, for the CP Annex Tax Office Drive Through Traffic Control for Facilities Management in the amount of $21,907.00, 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 Cedar Park Annex Tax Office Drive Through Traffic Control, at 350 Discovery Dr. Cedar Park, TX. A detailed Scope of Work is attached. Funding Source is 01.0517.0499.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Aggieland Construction Contract

Form 1295 - Aggieland Construction, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 09:49 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 10:12 AM
Form Started By: Stacian Williams		Started On: 04/22/2024 04:14 PM
Final Approval Date: 05/02/2024		

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

PROJECT: **CP Annex Tax Office Drive Through Traffic Control** ("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 **CP Annex Tax Office Drive Through Traffic Control** (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 **Ninety (90) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

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

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **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-One Thousand Nine Hundred Seven Dollars ($21,907.)**.

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 **Two Thousand One Hundred Ninety Dollars ($2,190)** 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 polices. 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 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 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 **UGCs 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:	**COUNTY**:
Aggieland Construction, LLC.	Williamson County, Texas
By: Britt Jones Signature	By: _____ Signature
Britt Jones Printed Name	_____ Printed Name
CEO Title	_____ Title
Date Signed: April 22, 2024	Date Signed: _____

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Cedar Park Tax Office Drive Through Car Control – Scope of Work

Attach documents below:

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Cedar Park Annex Drive Through Traffic Control

Existing Conditions

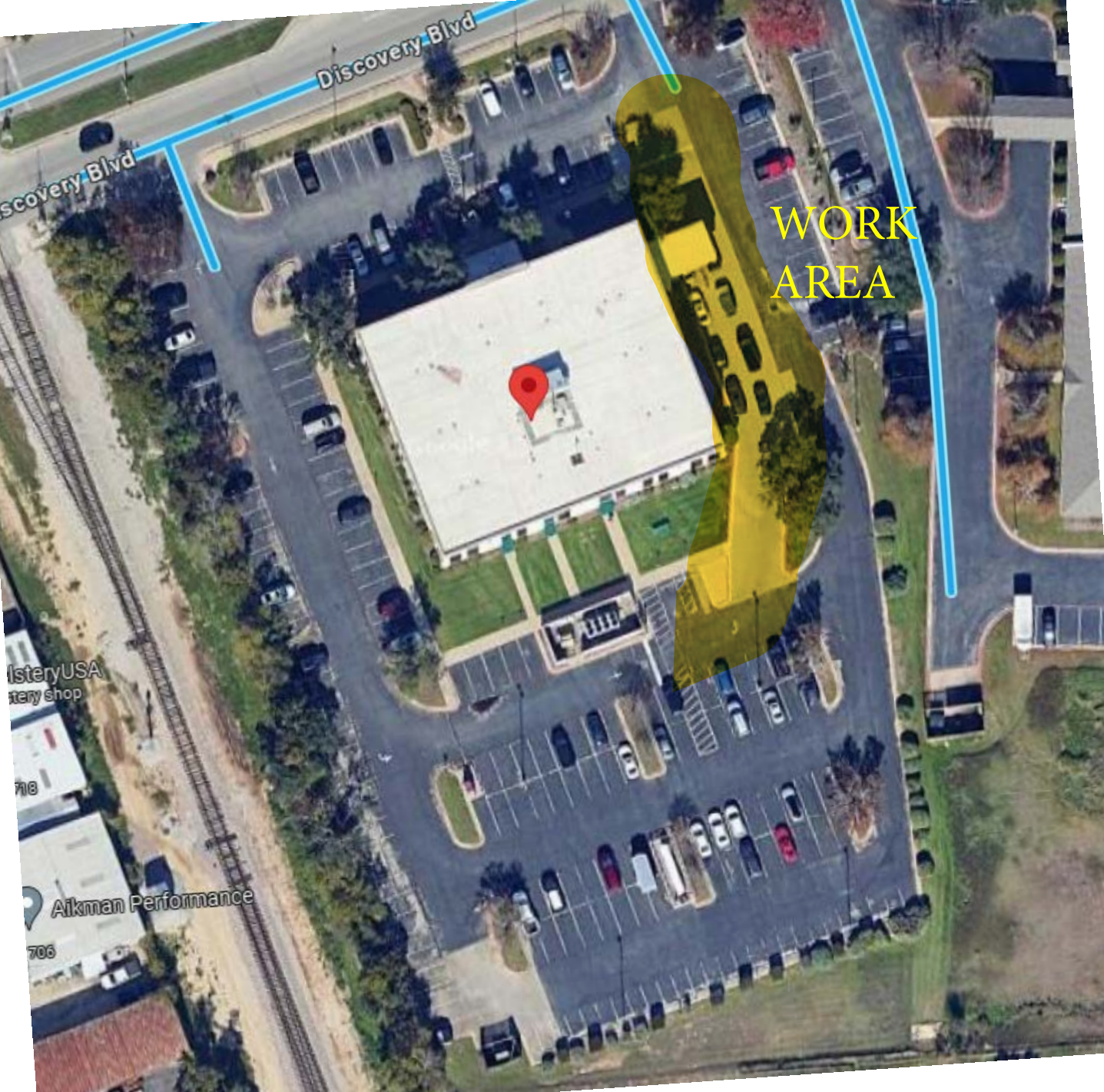
- Sawcut approximately 400SF of existing asphalt
- Remove approximately 6” of asphalt and subgrade to prepare for new curb footing.
- Dispose and haul off demoed materials.

Concrete

- Provide and install approximately 260LF of 6” curb.
- Curb to be installed as two 130LF formed back to back.
- We included for a 3’ wide by 6” deep footing.
- Rebar Includes (3) #4 bars and corner bars for each 6” curb.
- Includes all form work.
- Includes 3000 psi concrete.

Striping

- We include 450LF of curb striping, 150LF of which to be fire lane.
- Includes a yellow center dividing stripe separating the two drive through lanes.
- Includes painting of directional arrows for drive through lane.
- Includes striping for wrong way arrows.


Discovery Blvd
scovery Blvd
WORK
AREA
lsteryUSA
tery shop
718
Aikman Performance
706

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 propietary 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 manufucturer.
		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
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

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

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

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

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
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10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

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

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

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

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

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

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

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

AGGIELAND CONSTRUCTION

PO Box 271

Wellborn, TX 77881

Bids@aggielandconstruction.com

Proposal

Project: JP2 Concrete Curb and Striping

Client: Wilco

Project Location: 350 Discovery Blvd. Cedar Park, TX

Date: April 16, 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
- Traffic control
- Equipment
- Fuel
- Insurance

Existing Conditions

- Sawcut approximately 400SF of existing asphalt
- Remove approximately 6” of asphalt and subgrade to prepare for new curb footing.
- Dispose and haul off of demoed materials.

Concrete

- Provide and install approximately 260LF of 6” curb.
- Curb to be installed as two 130LF formed back to back.
- We included for a 3’ wide by 6” deep footing.
- Rebar Includes (3) #4 bars and corner bars for each 6” curb.
- Includes all form work.
- Includes 3000 psi concrete.

Striping

- We include 450LF of curb striping, 150LF of which to be fire lane.
- Includes a yellow center dividing stripe separating the two drive through lanes.
- Includes painting of directional arrows for drive through lane.
- Includes striping for wrong way arrows.

CLARIFICATIONS:

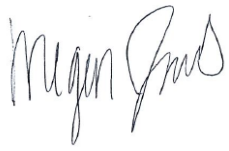
- **We will need the parking spaces and drive lane on the opposite side of the teller window and curb as our laydown and work area once we mobilize.**
- **Pricing assumes work will be scheduled in an efficient manner with minimal mobilizations and will be uninterrupted once begun**
- **Pricing includes for 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
- Permitting
- Signage
- Bollards
- Subgrade work
- Joint sealants of any kind
- MEP
- Bonds
- Pressure washing.
- Land scaping
- Dust protection
- 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

Proposed Price: ***$21,907.00***

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



4/16/2024

Megan Jones

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

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1149704

Date Filed:
04/22/2024

Date Acknowledged:

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

Aggieland Construction, LTD
College Station, TX United States

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

Williamson County

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

CP Annex Tax Office Drive
Construction 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. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in Brazos County, State of tx, on the 22 day of April (month), 2024 (year).

Britt Jones

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1149704

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

Aggieland Construction, LTD
College Station, TX United States

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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.

CP Annex Tax Office Drive
Construction 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. [X]

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **16.**

Meeting Date: 05/07/2024

Approval of Service Contract with Randal's Tower Tech Inc., relating to the relocation of Yagi to rooftop 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 Service Contract, #2024189, with Randal's Tower Tech Inc, for the relocation of Yagi to rooftop, for Facilities Management in the amount of $11,312.43 and authorize execution of this agreement. Funding Source is P476.

Background

This Service Contract between Williamson County and Randal's Tower Tech Inc, relates to the relocation of Yagi to the rooftop at the Sheriff's Office, at 508 S Rock Street, Georgetown, TX 78626. Detailed Scope of Work is attached. Funding Source is P476, 3, 2018 CIP, Construction Cost. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form 1295 - Randal's Tower Tech Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/01/2024 04:55 PM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:07 AM
Form Started By: Stacian Williams		Started On: 04/24/2024 02:08 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
SERVICE CONTRACT

RANDAL'S TOWER TECH, INC.

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

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randal's Tower Tech, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

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

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project

Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **six (6) months from the Effective Date**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be Eleven Thousand Three Hundred Twelve Dollars and Forty-Three Cents ($11,312.43).

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

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

IV.

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

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

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

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

V.

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

provided.

VI.

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

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

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

Contract include the following:

A. Quote (Dated February 29, 2024), and being marked **Exhibit "A"**; and
B. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Randal's Tower Tech, Inc
Name of Service Provider

Gerardo A Gomez
Digitally signed by Gerardo A Gomez
Date: 2024.04.08 09:50:28 -05'00'
Authorized Signature

Gerardo A Gomez
Printed Name

Date: 08 April ____, 2024

Exhibit “A”
Quote

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
2/29/2024	[redacted]

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Georgetown Sherriff Office

Description	Qty	Rate	Total
Mob		450.00	450.00
Relocate Yagi from SST to Rooftop		3,992.43	3,992.43
Supply Materials: Rooftop Sled Mount		6,870.00	6,870.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$11,312.43

Accepted by: _____...

Thank you for your business!

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1143429

Date Filed:
04/08/2024

Date Acknowledged:

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

Randal's Tower Tech, Inc.
LITTLE RIVER ACADEMY, TX United States

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

Williamson County

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

Estimate #163099 Sherriff Offi
Relocate Yagi from SST to Rooftop/Supply Materials: Rooftop Sled Mount

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

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

6 UNSWORN DECLARATION

My name is Denise Garner, and my date of birth is [redacted].

My address is [redacted] (street), Amarillo (city), TX (state), 79114 (zip code), USA (country).

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

Executed in Chambers County, State of Texas, on the 8th day of April (month), 2024 (year).

Denise Garner
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1143429

Date Filed:
04/08/2024

Date Acknowledged:
04/24/2024

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

Randal's Tower Tech, Inc.
LITTLE RIVER ACADEMY, TX United States

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

Williamson County

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

Estimate #163099 Sherriff Offi
Relocate Yagi from SST to Rooftop/Supply Materials: Rooftop Sled Mount

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **17.**

Meeting Date: 05/07/2024

Change Order Policy for Road Bond Projects

Submitted For: Julie Kiley **Submitted By:** Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on adopting a Change Order Policy for Road Bond Projects that sets forth requirements and information that must be included with each Road Bond Change Order that is submitted to the Williamson County Commissioners Court for approval.

Background

The Change Order Policy has been updated to include the definition of a change order, requirements and information to be included with each change order, and the approval process for change orders.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CO Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/01/2024 08:21 AM
Form Started By: Jalyn Morris		Started On: 04/29/2024 12:35 PM
Final Approval Date: 05/01/2024		

Change Order Policy for Road Bond Projects

Change Orders consists of unilateral changes in the Work directed by the county and changes in the Work that are agreed to by the contactor and the county within the scope of the contract. In accordance with Local Government Code § 262.031, if it becomes necessary to make changes in plans, specifications, or proposals after a contract is made, or it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make the changes as long as the cost of changes can be paid from available funds and the original contract price is not (1) increased by more than 25 percent unless the Change Order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made; or (2) decreased by 18 percent or more without the consent of the contractor.

The following requirements and information must be included with each Change Order:

- Contractor's name as it appears in the original contract approved by the Commissioners Court (must be same contractor)
- Name and effective date of contract
- Project Name and Williamson County Funding Source
- Project limits for the Change Order
- Reason(s) for the Change Order, listing first the primary reason followed by the secondary reason(s) if needed. Refer to the Reason Code Chart for Change Orders attached hereto as Attachment 1
- A narrative of the revised work being authorized in the Change Order
- Any new/revised plan sheet(s) for the work being authorized in the Change Order
- Signature of the authorized representative of the contractor
- Signature of either Senior Director of the Williamson County Department of Infrastructure or Deputy Director of Williamson County Department of Infrastructure to evidence review and approval of the proposed Change Order
- Signature of the third party when receiving third party funding as reimbursement (change order reason 4D)
- Approval by Purchasing and Contract Audit prior to placement of Change Order on an agenda
- County Judge's signature or Commissioner presiding over Commissioners Court after Commissioners Court's approval

After Commissioners Court approval, a formal notice to proceed that contains the Commissioners Court meeting date and agenda item number approving the Change Order must be issued prior to the contractor starting any Change Order work.

Exceptions to the process above include:

- Minor field changes paid under the force account line item
- Overruns/underruns on existing bid items necessary to complete the contract scope
- Extra Work performed and paid based on actual field costs in accordance with the terms of the contract.

ATTACHMENT 1

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.	Received funds from a third party as reimbursement
	4E.	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

Commissioners Court - Regular Session **18.**

Meeting Date: 05/07/2024

K Friese 21RFSQ14 WA1 SA4 On Call Small Drainage and Roadway 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 4 to Work Authorization No 1 under Williamson County Contract between K Friese and Associates and Williamson County dated May 31, 2022 for On Call Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

Background

This supplemental is to increase the maximum amount payable to $300,000.00

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

K Friese 21RFSQ14 WA1 SA4 On Call Small Drainage and Roadway Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/25/2024 03:00 PM
County Judge Exec Asst.	Becky Pruitt	04/29/2024 09:38 AM
Form Started By: Vicky Edwards		Started On: 04/25/2024 11:40 AM
Final Approval Date: 04/29/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. _4__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Small Drainage and Small Roadway Projects

This Supplemental Work Authorization No. _4__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K Friese + Associates** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **April 25, 2023** (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 **$200,000.00** to **$300,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: Karen Friese	By:
Signature	Signature
KAREN FRIESE	Bill Gravell, Jr.
Printed Name	Printed Name
PRESIDENT	County Judge
Title	Title
4/25/24	
Date	Date

Attachment C - Work Schedule

K Friese + Associates will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **19.**

Meeting Date: 05/07/2024

HDR 24RFSQ17 WA1 On Call Traffic Engineering Services

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on September 30, 2026 under Williamson County Contract for Engineering Services between HDR Engineering, Inc. and Williamson County dated March 19, 2024 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HDR 24RFSQ17 WA1 On Call Traffic Engineering Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/29/2024 02:20 PM
County Judge Exec Asst.	Becky Pruitt	05/01/2024 08:28 AM
Form Started By: Vicky Edwards		Started On: 04/29/2024 01:41 PM
Final Approval Date: 05/01/2024		

WORK AUTHORIZATION NO. 1

PROJECT: On-Call Traffic Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 19, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HDR Engineering, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$50,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2026**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this _____

ENGINEER:	COUNTY:
HDR Engineering, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Justin A. Word	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Engineer

Services will be addressed as requested by Williamson County on a time and materials basis.

Attachment C - Work Schedule

HDR Engineering, Inc. will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see next page.

RATE SCHEDULE

HDR Engineering, Inc.

	Hourly Rates
Principal-in-Charge	$ 398.00
Project Manager	$ 341.00
Sr. QC Reviewer	$ 342.00
Senior Project Engineer	$ 273.00
Project Engineer	$ 181.00
Design Engineer	$ 160.00
Sr. Traffic Engineer	$ 295.00
Traffic Engineer II	$ 223.00
Traffic Engineer I	$ 169.00
Traffic EIT (Senior)	$ 140.00
Traffic EIT/Coordinator	$ 131.00
Senior CADD Technician	$ 190.00
CADD Technician	$ 130.00
GIS Technician	$ 107.00
Junior GIS Technician	$ 119.00
Senior GIS Technician	$ 148.00
Sr Engineer Technician	$ 160.00
CADD Operator	$ 107.00
CADD Operator - Junior	$ 80.00
Senior Env Project Manager	$ 311.00
Senior Env Planner	$ 266.00
Env Planner IV	$ 163.00
Env Planner III	$ 138.00
Env Planner I/II	$ 121.00
Senior Env Scientist	$ 200.00
Env Scientist	$ 144.00
	$
Admin/Clerical	$ 98.00

Sr. Structural Engineer	$	300.00
Structural Engineer II	$	269.00
Structural Engineer I	$	211.00
	$	-
Sr. Drainage Engineer	$	247.00
	$	-
DIRECT EXPENSES		
Outsourced Printing	Cost	
Mileage (per mile)	Current Federal Rate	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Courrier Services	Actual Cost	

GRAM Traffic Counting, Inc.

(attached following this page)

McGray & McGray Land Surveyors, Inc.

(attached following GRAM's)

GRAM Traffic Counting, Inc. Rate Sheet - 2024

Video Counts (Per Camera) (Standard TMC Classifications Include: Vehicles, Heavy Vehicles & Pedestrians)	Unit	Cost
Peak Period Turning Movement Counts (Up to 3-Hr Peaks - AM, Middday, PM)	Hourly	$ 85.00
12-Hour Turning Movement Count	12 Hours	$ 800.00
12-Hour Turning Movement Count - Additional Period at the Same Location	12 Hours	$ 600.00
24-Hour Turning Movement Count	24 Hours	$ 1,000.00
24-Hour Turning Movement Count - Additional 24 Hours at the Same Location	24 Hours	$ 800.00
Volume Counts (Bi-Directional or Uni-Directional)	24 Hours	$ 650.00
Volume Counts - Additional 24 Hours at the Same Location	24 Hours	$ 600.00
Classification Counts (FHWA 13-Bin)	24 Hours	$ 800.00
Classification Counts - Additional 24 Hours at the Same Location	24 Hours	$ 750.00
Main Lane Volume Counts - Per Counter	24 Hours	$ 750.00
Main Lane Volume Counts - Additional 24 Hours at the Same Location	24 Hours	$ 700.00
Main Lane Classification Counts (FHWA 13-Bin) - Per Counter	24 Hours	$ 850.00
Main Lane Classification Counts - Additional 24 Hours at the Same Location	24 Hours	$ 800.00
Automated Tubes Counts	**Unit**	**Cost**
Volume Counts (Bi-Directional or Uni-Directional)	24 Hours	$ 200.00
Volume Counts - Additional 24 Hours at the Same Location	24 Hours	$ 175.00
Classification Counts (FHWA 13-Bin)	24 Hours	$ 250.00
Classification Counts - Additional 24 Hours at the Same Location	24 Hours	$ 200.00
Speed Counts	24 Hours	$ 250.00
Speed Counts - Additional 24 Hours at the Same Location	24 Hours	$ 200.00
Gap Counts	24 Hours	$ 250.00
Gap Counts - Additional 24 Hours at the Same Location	24 Hours	$ 200.00
Radar Unit Counts	**Unit**	**Cost**
Volume Counts (Bi-Directional or Uni-Directional) - Per Counter	24 Hours	$ 250.00
Volume Counts - Additional 24 Hours at the Same Location	24 Hours	$ 200.00
Classification Counts (Basic - Small, Medium, Large by Length) - Per Counter	24 Hours	$ 300.00
Classification Counts - Additional 24 Hours at the Same Location	24 Hours	$ 250.00
Speed Counts - Per Counter	24 Hours	$ 300.00
Speed Counts - Additional 24 Hours at the Same Location	24 Hours	$ 250.00
Main Lane Volume Counts - Per Counter	24 Hours	$ 350.00
Main Lane Volume Counts - Additional 24 Hours at the Same Location	24 Hours	$ 300.00
Main Lane Volume Counts - (By Lane) - Per Counter	24 Hours	$ 400.00
Main Lane Classification Counts (Basic - Small, Medium, Large by Length) - Per Counter	24 Hours	$ 400.00
Main Lane Classification Counts - Additional 24 Hours at the Same Location	24 Hours	$ 350.00
Main Lane Classification Counts (By Lane) - Per Counter	24 Hours	$ 450.00
Main Lane Speed Counts - Per Counter	24 Hours	$ 400.00
Main Lane Speed Counts - Additional 24 Hours at the Same Location	24 Hours	$ 350.00
Main Lane Speed Counts (By Lane) - Per Counter	24 Hours	$ 450.00
Additional Counts	**Unit**	**Cost**
Ball Bank Studies	Per Curve Direction	$ 100.00
Radar Studies (2 hours or 125 Vehicles)	Per Direction	$ 200.00
Travel Time Runs (Mileage NOT Included) - Per Route	Hourly	$ 100.00
License Plate Capture - Per Camera	Hourly	$ 400.00
Parking Lot Study	Hourly	$ 100.00
Project Manager Time	Hourly	$ 50.00
Field Technician Time (Photo Documentation, Sight Distance, Etc.)	Hourly	$ 35.00

Plus Mileage Rate - Current IRS Rate
Contract or City-Specific Rates Must Be Provided or Specifically Requested

Effective 01/01/2024

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE
2024 PROFESSIONAL SURVEYING SERVICES
Williamson County Road & Bridge Contract

Field crew rates include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

SERVICE	RATE
Conventional Field Crew Services:	
1 man reconnaissance or data gathering	$ 140.00 per hour
2 man survey crew, with vehicle and data collection	$ 190.00 per hour
3 man survey crew, with vehicle and data collection	$ 225.00 per hour
Fixed Wing Flight crew (Includes pilot and Sensor Operator)	$ 225.00 per hour
Helicopter Flight crew (Includes pilot and Sensor Operator)	$ 225.00 per hour

There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).

Office/Professional/Technical Services:	
Project Manager	$ 201.50 per hour
GIS Technician - Senior	$ 107.17 per hour
GIS Technician	$ 87.32 per hour
Abstractor	$ 85.97 per hour
Surveyor (RPLS) Senior	$ 188.06 per hour
Surveyor (RPLS)	$ 166.57 per hour
Survey Technician (Surveyor-In-Training) - SIT	$ 115.53 per hour
Survey Technician	$ 95.38 per hour
Certified Photogrammetrist	$ 107.47 per hour
Aeriel Mapping Technician	$ 94.03 per hour
Aerial Office Technician	$ 90.00 per hour
Aerial Processing Technician	$ 91.35 per hour
LiDAR Task Lead	$ 107.47 per hour
LiDAR Mapping Technician (Aerial)	$ 96.72 per hour
LiDAR Office Technician (Aerial)	$ 96.72 per hour
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 96.72 per hour
Mapping Editor (includes QA/QC, Finishing & Finalization)	$ 102.09 per hour
Orthophoto Specialist	$ 91.35 per hour
Survey Field Crew Coordinator	$ 91.35 per hour
Project Coordinator – Acquisition (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 107.47 per hour
Project Coordinator - (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 107.47 per hour
Administrative/ Clerical	$ 85.97 per hour

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE
2024 PROFESSIONAL SURVEYING SERVICES
Williamson County Road & Bridge Contract

Specialized Equipment:

ATV (All-Terrain Vehicle)	$ 85.00 per day
Additional Survey Vehicle	$ 100.00 per day
LiDAR Terrestrial Scanner	$ 100.00 per hour
UAV (Drone) Aerial Mapper	$ 5,000.00 per day
Mobile Mapper	$ 9,000.00 per day

Unusual equipment or additional service providers will be charged at cost.

Direct Expenses:

Hotel and Meals will be billed per Exhibit E of the master contract.

Judith J. McGray	RPLS, #2093	Joe D. Webber, Jr.	RPLS, #4552
Chris I. Conrad	RPLS, #5623	Kevin Simpson-Schroeder	RPLS, #5306
Ashley D. Conrad	RPLS, #7012	Troy Thomas	RPLS, #6130
		Jason Johnson	RPLS, #7016

Commissioners Court - Regular Session **20.**

Meeting Date: 05/07/2024

Final plat for the Omarosa subdivision – Pct 4

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Timeline

2023-06-01 – initial submittal of the final plat
2023-06-30 – 1st review complete with comments
2023-07-18 – 2nd submittal of final plat
2023-08-02 – 2nd review complete with comments
2023-08-25 – 3rd submittal of final plat
2023-09-08 – 3rd review complete with comments
2023-10-03 – 4th submittal of final plat
2023-10-18 – 4th review complete with comments
2024-04-30 – 5th submittal of final plat with signatures
2024-04-30 – 5th review complete with comments clear
2024-05-02 – final plat placed on the May 7, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

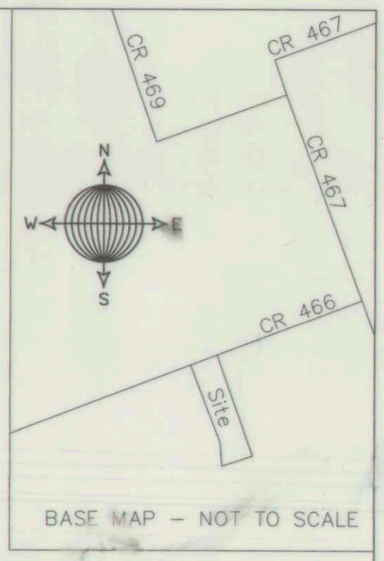
final (minor) plat - Omarosa

Form Review

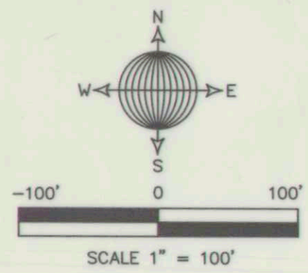
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:21 AM
Form Started By: Adam Boatright		Started On: 05/02/2024 08:51 AM
Final Approval Date: 05/02/2024		

OMAROSA SUBDIVISION

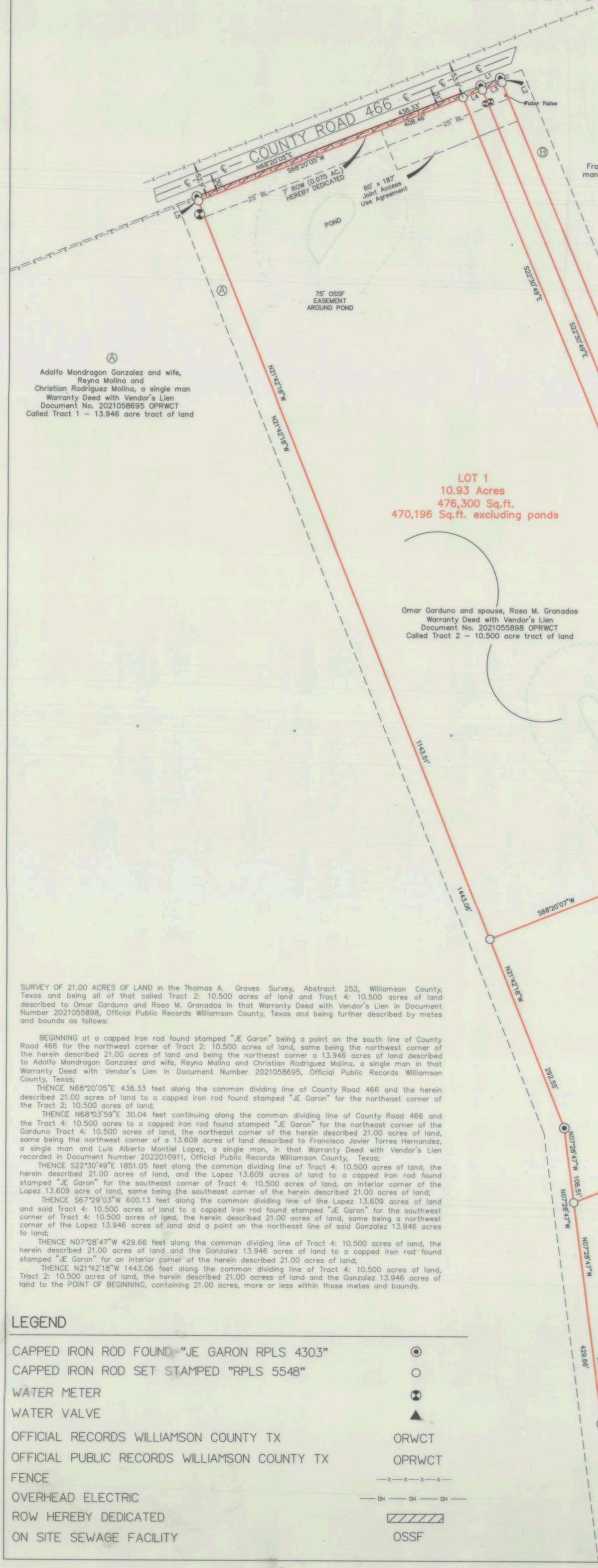
OWNER INFO:
OMAR GARDUNO AND ROSA M. GRANADOS
13021 DESSAU ROAD #155
AUSTIN, TEXAS 78754
kyoomargarduno.84@gmail.com
512-565-0126



BASE MAP - NOT TO SCALE



SCALE 1" = 100'



NUM	BEARING	DISTANCE
L1	N68°03'59"E	30.04'
	(N68°03'59"E)	(30.00')
L2	S22°30'49"E	7.14'
L3	S68°20'05"W	30.04'
L4	S68°20'05"W	29.97'
L5	N21°42'18"W	7.00'

SURVEY OF 21.00 ACRES OF LAND in the Thomas A. Graves Survey, Abstract 252, Williamson County, Texas and being all of that called Tract 2: 10.500 acres of land and Tract 4: 10.500 acres of land described to Omar Garduno and Rosa M. Granados in that Warranty Deed with Vendor's Lien in Document Number 2021055898, Official Public Records Williamson County, Texas and being further described by metes and bounds as follows:

BEGINNING at a capped iron rod found stamped "JE Garon" being a point on the south line of County Road 466 for the northwest corner of Tract 2: 10.500 acres of land, same being the northwest corner of the herein described 21.00 acres of land and being the northeast corner a 13.946 acres of land described to Adolfo Mondragon Gonzalez and wife, Reyna Malina and Christian Rodriguez Malina, a single man in that Warranty Deed with Vendor's Lien in Document Number 2021058695, Official Public Records Williamson County, Texas;

THENCE N68°20'05"E 438.33 feet along the common dividing line of County Road 466 and the herein described 21.00 acres of land to a capped iron rod found stamped "JE Garon" for the northeast corner of the Tract 2; 10.500 acres of land;

THENCE N68°03'59"E 30.04 feet continuing along the common dividing line of County Road 466 and the Tract 4: 10.500 acres to a capped iron rod found stamped "JE Garon" for the northeast corner of the Garduno Tract 4: 10.500 acres of land, the northeast corner of the herein described 21.00 acres of land, same being the northwest corner of a 13.609 acres of land described to Francisco Javier Torres Hernandez, a single man and Luis Alberto Montiel Lopez, a single man, in that Warranty Deed with Vendor's Lien recorded in Document Number 2022010911, Official Public Records Williamson County, Texas;

THENCE S22°30'49"E 1851.05 feet along the common dividing line of Tract 4: 10.500 acres of land, the herein described 21.00 acres of land, and the Lopez 13.609 acres of land to a capped iron rod found stamped "JE Garon" for the southeast corner of Tract 4: 10.500 acres of land, an interior corner of the Lopez 13.609 acre of land, same being the southeast corner of the herein described 21.00 acres of land;

THENCE S67°29'03"W 600.13 feet along the common dividing line of the Lopez 13.609 acres of land and said Tract 4: 10.500 acres of land to a capped iron rod found stamped "JE Garon" for the southwest corner of Tract 4: 10.500 acres of land, the herein described 21.00 acres of land, same being a northwest corner of the Lopez 13.946 acres of land and a point on the northeast line of said Gonzalez 13.946 acres fo land;

THENCE N07°28'47"W 429.66 feet along the common dividing line of Tract 4: 10.500 acres of land, the herein described 21.00 acres of land and the Gonzalez 13.946 acres of land to a capped iron rod found stamped "JE Garon" for an interior corner of the herein described 21.00 acres of land;

THENCE N21°42'18"W 1443.06 feet along the common dividing line of Tract 4: 10.500 acres of land, Tract 2: 10.500 acres of land, the herein described 21.00 acress of land and the Gonzalez 13.946 acres of land to the POINT OF BEGINNING, containing 21.00 acres, more or less within these metes and bounds.

LEGEND

CAPPED IRON ROD FOUND "JE GARON RPLS 4303"	⦿
CAPPED IRON ROD SET STAMPED "RPLS 5548"	○
WATER METER	⧓
WATER VALVE	▲
OFFICIAL RECORDS WILLIAMSON COUNTY TX	ORWCT
OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TX	OPRWCT
FENCE	-x-x-x-x-
OVERHEAD ELECTRIC	--OH--OH--OH--
ROW HEREBY DEDICATED	▨
ON SITE SEWAGE FACILITY	OSSF

OMAROSA SUBDIVISION

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

WE, OMAR GARDUNO AND SPOUSE, ROSA M. GRANADOS, SOLE OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021055898 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS, SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

OMAROSA SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29th DAY OF February, 2024.

OMAR GARDUNO
13021 DESSAU ROAD #155
AUSTIN, TEXAS 78754

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

WE, OMAR GARDUNO AND SPOUSE, ROSA M. GRANADOS, SOLE OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021055898 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS, SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

OMAROSA SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29th DAY OF February, 2024.

ROSA M. GRANADOS
13021 DESSAU ROAD #155
AUSTIN, TEXAS 78754

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED OMAR GARDUNO, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVE UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF February 2024, A.D.

B Fowler
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

B. FOWLER
Notary Public, State of Texas
Comm. Expires 10-29-2026
Notary ID 13177591-6

Brynda Fowler 10-29-2026
PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED OMAR GARDUNO, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVE UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF February 2024, A.D.

B Fowler
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

B. FOWLER
Notary Public, State of Texas
Comm. Expires 10-29-2026
Notary ID 13177591-6

Brynda Fowler 10-29-2026
PRINTED NAME OF NOTARY / EXPIRES

PLAT NOTES:

1. THE BENCHMARKS USED ARE: LCRA SUB-HARN MONUMENT ID: A754, NORTHING: 10015460.5184 EASTING: 3246626.1226 (NAD83) ELEVATION: 362.577 (NAVD 88)
2. WATER SERVICE IS PROVIDED BY: MANVILLE WATER SUPPLY
3. WASTEWATER SERVICE IS PROVIDED BY: OSSF
4. ELECTRIC SERVICE IS PROVIDED BY: BLUEBONNET ELECTRIC
5. NO RESEARCH WAS PERFORMED BY THE UNDERSIGNED REGARDING EASEMENTS, BUILDING LINES OR CONDITIONS OF RECORD. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT
6. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD. 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 OF 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.
7. DEVELOPER OR PROPERTY OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
8. THE MINIMUM FFE SHALL BE AT LEAST ONE HOOT 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 BE PLACED AT LEAST ONE FOOT ABOVE BFE.
9. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
10. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
11. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNEES.
12. A WILLIAMSON COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
13. BEARING BASIS, GRID NORTH, LAMBERT CONFORMAL CONIC PROJECTION, A PART OF THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, 4203, NAD83.
14. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
15. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORM WATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED
16. EXEMPT FROM PROVIDING ON-SITE STORM WATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
17. LOTS 1, 2 AND 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY, NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
18. 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.
19. 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.

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{
KNOWN ALL MEN BY THESE PRESENTS

I, ROBERT STEUBING, R.P.L.S., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

Robert C. Steubing 02/23/2024
ROBERT C. STEUBING REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5548

525 TAHITIAN DRIVE
BASTROP, TEXAS
PH. (512) 585-1388

STATE OF TEXAS · REGISTERED · ROBERT C. STEUBING · 5548 · PROFESSIONAL LAND SURVEYOR

INITIAL DATE:	03/13/2023
REVISE DATE:	08/07/2023
	01/22/2024

FLOOD PLAIN NOTE:

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0725F, COMMUNITY NO. 481079, EFFECTIVE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

BASED ON THE REPRESENTATIONS OF THE SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID SURVEYOR, IT IS DETERMINED THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE FLOOD DAMAGE PREVENTION ORDER FOR WILLIAMSON COUNTY.

FLOODPLAIN ADMINISTRATOR NOTE: EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY AND DUPLEX CONSTRUCTION

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 OR REPRESENTATIONS BY ANY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT.

THIS SUBDIVISION IS SUBJECT TO STORM WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1 ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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

Adam D Boatright 04/30/2024
ADAM D. BOATRIGHT, P.E. DATE
WILLIAMSON COUNTY ENGINEER

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

KNOW ALL MEN BY THESE PRESENTS:
THAT WE, CAPITAL FARM CREDIT, THE CO-OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN A WARRANTY DEED WITH VENDOR'S LIEN IN DOCUMENT NUMBER 2021055898 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEED APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

OMAROSA SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 15th DAY OF March, 2024, A.D.

BANK: CAPITAL FARM CREDIT
TITLE: BY Nathan Winstead
ADDRESS: 700 Hesters Crossing, Suite 200
Round Rock, TX 78681

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Nathan Winstead A REPRESENTATIVE OF THE ABOVE STATED LIEN HOLDER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVE UNDER MY HAND AND SEAL OF OFFICE THIS 15 DAY OF March 2024, A.D.

Cristy Spillane
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CRISTY SPILLANE
My Notary ID # 2839441
Expires February 15, 2025

Cristy Spillane 2-15-25
PRINTED NAME OF NOTARY / EXPIRES

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 17th DAY OF April 2024, A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

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

BILL GRAVELL JR.
COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

I, NANCY E. RISTER, COUNTY CLERK OF THE COUNTY COURT OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2024, A.D. AT _____ O'CLOCK ____ .M., IN THE PLAT RECORDS OF WILLIAMSON, COUNTY, TEXAS IN PLAT CABINET ____ , PAGE _____ FILED FOR RECORD ON THE _____ DAY OF _____ , 2024, A.D.

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

DEPUTY

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session **21.**

Meeting Date: 05/07/2024

Final plat for the Lariat Section 9 subdivision – Pct 2

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 9 subdivision – Precinct 2.

Background

This is the next section of the Lariat development. It consists of 79 residential lots, 6 open space lots and 3,780 linear feet of new roads to be maintained by the North San Gabriel MUD No. 1. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $406,671.05 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-01-08 – initial submittal of the final plat
2024-02-07 – 1st review complete with comments
2024-03-07 – 2nd submittal of final plat
2024-03-21 – 2nd review complete with comments
2024-04-01 – 3rd submittal of final plat
2024-04-15 – 3rd review complete with comments
2024-04-25 – 4th submittal of final plat
2024-04-30 – 4th review complete with comments
2024-05-01 – 5th submittal of final plat
2024-05-02 – 5th review complete with comments clear
2024-05-02 – final plat placed on the May 7, 2024 Commissioners Court agenda for consideration

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Fiscal Impact

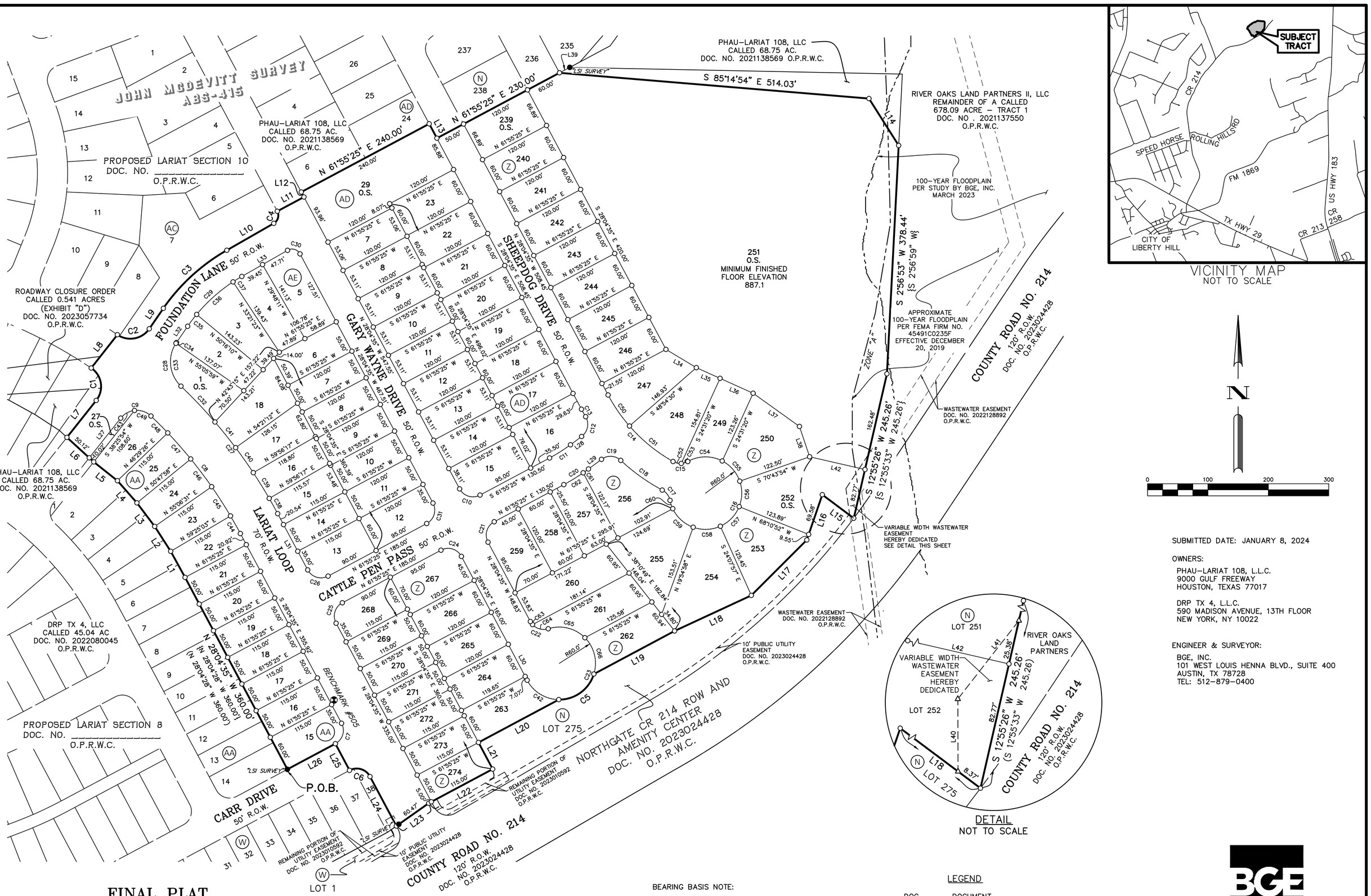
From/To	Acct No.	Description	Amount

Attachments

final plat - Lariat Sec 9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:22 AM
Form Started By: Adam Boatright		Started On: 05/02/2024 08:58 AM
Final Approval Date: 05/02/2024		



VICINITY MAP
NOT TO SCALE

DETAIL
NOT TO SCALE

SUBMITTED DATE: JANUARY 8, 2024

OWNERS:

PHAU–LARIAT 108, L.L.C.
9000 GULF FREEWAY
HOUSTON, TEXAS 77017

DRP TX 4, L.L.C.
590 MADISON AVENUE, 13TH FLOOR
NEW YORK, NY 10022

ENGINEER & SURVEYOR:

BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TEL: 512–879–0400

FINAL PLAT

LARIAT SECTION 9

A SUBDIVISION OF 25.107 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A–415
IN WILLIAMSON COUNTY, TEXAS.

BENCHMARK #505

MAG NAIL WITH WASHER SET ON THE WEST RIGHT–OF–WAY LINE OF PROPOSED LARIAT LOOP IN THE NORTHWEST CORNER OF A CURB INLET AS SHOWN HEREON

ELEVATION: 925.64 FEET NAVD–88

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD–83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00014679.

LEGEND

DOC.	DOCUMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.S.	OPEN SPACE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT–OF–WAY
"LSI SURVEY" ●	FOUND 1/2" IRON ROD WITH "LSI SURVEY" CAP
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT
☢	BENCHMARK
{ }	RECORD INFORMATION DOC. NO. 2021138569 O.P.R.W.C.
( )	RECORD INFORMATION DOC. NO. 2022080045 O.P.R.W.C.
[ ]	RECORD INFORMATION DOC. NO. 2023024428 O.P.R.W.C.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Randolph Todd Co\9738-00-Northgate_Ph2_Sec9-10\SV\04_Finals\Drawings\Plats\Section 9 Plat\9738-00 Northgate Ph 2 Sec 9 Plat.dwg, 4/1/2024 12:46 PM, Garret Neumann

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	60.97'	37.00'	94°24'29"	N 08°46'20" W	54.30'
C2	59.53'	38.00'	89°45'53"	N 79°29'17" E	53.63'
C3	143.49'	325.00'	25°17'48"	N 47°32'55" E	142.33'
C4	23.11'	15.00'	88°16'23"	N 16°03'37" E	20.89'
C5	77.06'	60.00'	73°35'29"	S 53°55'35" W	71.88'
C6	39.27'	25.00'	90°00'00"	N 73°04'35" W	35.36'
C7	39.27'	25.00'	90°00'00"	N 16°55'25" E	35.36'
C8	245.50'	765.00'	18°23'13"	N 37°16'11" W	244.44'
C9	56.44'	34.00'	95°06'19"	S 85°59'03" W	50.18'
C10	39.27'	25.00'	90°00'00"	S 73°04'35" E	35.36'
C11	40.94'	275.00'	8°31'47"	N 57°39'32" E	40.90'
C12	36.63'	25.00'	83°57'39"	N 11°24'48" E	33.44'
C13	14.13'	225.00'	3°35'53"	S 29°19'18" E	14.13'
C14	155.90'	275.00'	32°28'51"	S 44°19'00" E	153.82'
C15	25.61'	25.00'	58°41'24"	S 89°54'08" E	24.50'
C16	301.27'	60.00'	287°41'13"	N 24°35'47" E	70.80'
C17	22.18'	25.00'	50°50'14"	N 36°58'43" W	21.46'
C18	84.59'	325.00'	14°54'44"	S 54°24'45" E	84.35'
C19	34.69'	25.00'	79°29'34"	N 86°51'35" W	31.97'
C20	48.38'	325.00'	8°31'47"	N 57°39'32" E	48.34'
C21	39.27'	25.00'	90°00'00"	S 16°55'25" W	35.36'
C22	34.72'	25.00'	79°34'01"	S 67°51'35" E	31.99'
C23	272.17'	60.00'	259°54'04"	N 22°18'26" E	91.99'
C24	39.27'	25.00'	90°00'00"	N 73°04'35" W	35.36'
C25	39.27'	25.00'	90°00'00"	S 16°55'25" W	35.36'
C26	39.27'	25.00'	90°00'00"	S 73°04'35" E	35.36'
C27	265.98'	835.00'	18°15'03"	N 37°12'06" W	264.86'
C28	79.10'	56.00'	80°55'56"	S 05°51'39" E	72.69'
C29	122.83'	275.00'	25°35'29"	S 47°24'04" W	121.81'
C30	24.01'	15.00'	91°43'37"	N 73°56'23" W	21.53'
C31	39.27'	25.00'	90°00'00"	N 16°55'25" E	35.36'
C32	81.74'	835.00'	5°36'32"	N 43°31'22" W	81.71'
C33	77.50'	56.00'	79°17'21"	S 06°40'57" E	71.46'
C34	1.61'	56.00'	1°38'35"	S 33°47'02" W	1.61'
C35	24.59'	275.00'	5°07'23"	S 37°10'02" W	24.58'
C36	81.18'	275.00'	16°54'47"	S 48°11'06" W	80.88'
C37	17.06'	275.00'	3°33'19"	S 58°25'09" W	17.06'
C38	28.94'	835.00'	1°59'09"	N 29°04'09" W	28.94'
C39	50.03'	835.00'	3°25'59"	N 31°46'43" W	50.02'
C40	50.70'	835.00'	3°28'44"	N 35°14'04" W	50.69'
C41	54.57'	835.00'	3°44'39"	N 38°50'46" W	54.56'
C42	64.44'	60.00'	61°32'09"	S 58°30'36" E	61.39'
C43	26.76'	34.00'	45°05'57"	S 60°58'53" W	26.08'
C44	33.46'	765.00'	2°30'23"	N 29°19'46" W	33.46'
C45	57.53'	765.00'	4°18'32"	N 32°44'13" W	57.52'
C46	57.53'	765.00'	4°18'32"	N 37°02'46" W	57.52'
C47	57.53'	765.00'	4°18'32"	N 41°21'18" W	57.52'
C48	39.44'	765.00'	2°57'13"	N 44°59'11" W	39.43'
C49	29.67'	34.00'	50°00'22"	N 71°27'58" W	28.74'
C50	62.47'	275.00'	13°00'55"	S 34°35'02" E	62.33'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	93.43'	275.00'	19°27'56"	S 50°49'28" E	92.98'
C52	14.19'	25.00'	32°31'01"	S 76°48'56" E	14.00'
C53	11.42'	25.00'	26°10'23"	N 73°50'22" E	11.32'
C54	59.32'	60.00'	56°39'03"	S 89°04'42" W	56.94'
C55	45.37'	60.00'	43°19'40"	N 40°55'56" W	44.30'
C56	43.03'	60.00'	41°05'14"	N 01°16'31" E	42.11'
C57	46.13'	60.00'	44°02'55"	N 43°50'35" E	45.00'
C58	46.13'	60.00'	44°02'55"	N 87°53'30" E	45.00'
C59	46.84'	60.00'	44°43'46"	S 47°43'10" E	45.66'
C60	14.45'	60.00'	13°47'40"	S 18°27'27" E	14.41'
C61	10.80'	325.00'	1°54'15"	N 54°20'46" E	10.80'
C62	37.58'	325.00'	6°37'32"	N 58°36'39" E	37.56'
C63	6.24'	25.00'	14°17'52"	S 35°13'31" E	6.22'
C64	28.48'	25.00'	65°16'10"	S 75°00'31" E	26.96'
C65	65.65'	60.00'	62°41'18"	N 76°17'57" W	62.42'
C66	65.02'	60.00'	62°05'08"	N 13°54'44" W	61.88'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C5}	{77.06'}	{60.00'}	{73°35'29"}	{S 56°55'41" W}	{71.88'}
[C5]	[77.06']	[60.00']	[73°35'29"]	[S 53°55'41" W]	[71.88']

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 28°47'54" W	49.34'
L2	N 32°44'13" W	48.87'
L3	N 37°02'46" W	48.87'
L4	N 41°21'18" W	48.87'
L5	N 51°34'06" W	50.08'
L6	N 47°32'04" W	60.15'
L7	N 38°25'54" E	78.03'
L8	N 38°09'07" E	70.17'
L9	N 34°36'22" E	41.21'
L10	N 60°11'49" E	89.59'
L11	N 61°55'25" E	50.00'
L12	N 28°04'35" W	9.35'
L13	S 28°04'35" E	27.06'
L14	S 32°21'22" E	91.97'
L15	N 53°12'50" W	65.03'
L16	S 18°58'11" W	79.13'
L17	S 44°58'24" W	129.86'
L18	S 65°08'38" W	140.01'
L19	S 61°55'25" W	151.42'
L20	S 61°55'25" W	150.70'
L21	S 28°04'35" E	50.00'
L22	S 61°55'25" W	120.00'
L23	S 54°47'41" W	65.51'
L24	N 28°04'35" W	92.76'
L25	N 28°04'35" W	50.00'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L26	S 61°55'25" W	90.00'
L27	N 38°25'54" E	83.81'
L28	S 53°23'38" W	23.00'
L29	N 53°23'38" E	26.83'
L30	S 27°44'32" E	67.07'
L31	S 28°04'35" E	105.54'
L32	S 34°36'20" W	32.67'
L33	S 60°11'49" W	87.16'
L34	S 59°01'34" E	58.76'
L35	S 65°45'50" E	43.02'
L36	S 65°45'50" E	60.00'
L37	S 54°20'23" E	94.37'
L38	S 18°32'34" E	52.92'
L39	N 62°08'39" E	19.28'
L40	S 08°14'10" E	44.44'
L41	S 33°26'42" W	67.61'
L42	N 77°04'34" W	94.02'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{N 28°47'47" W}	{49.34'}
(L1)	(N 28°47'47" W)	(49.34')
{L2}	{N 32°44'07" W}	{48.87'}
(L2)	(N 32°44'07" W)	(48.87')
{L3}	{N 37°02'39" W}	{48.87'}
(L3)	(N 37°02'39" W)	(48.87')
{L4}	{N 41°21'11" W}	{48.87'}
(L4)	(N 41°21'11" W)	(48.87')
{L5}	{N 51°33'59" W}	{50.08'}
(L5)	(N 51°33'59" W)	(50.08')
{L6}	{N 47°31'58" W}	
(L6)	(N 47°31'58" W)	
{L15}	{N 53°12'35" W}	{65.03'}
[L15]	[N 53°12'34" E]	[65.03']
{L16}	{S 18°58'18" W}	{79.14'}
[L16]	[S 18°58'18" W]	[79.14']
{L17}	{S 44°58'31" W}	{129.86'}
[L17]	[S 44°58'31" W]	[129.86']
{L18}	{S 65°08'44" W}	{140.01'}
[L18]	[S 65°08'44" W]	[140.01']
{L19}	{S 61°55'32" W}	{151.42'}
[L19]	[S 61°55'32" W]	[151.42']
{L20}	{S 61°55'32" W}	{150.70'}
[L20]	[S 61°55'32" W]	[150.70']
{L21}	{S 28°04'28" E}	{50.00'}
[L21]	[S 28°04'28" E]	[50.00']
{L22}	{S 61°55'32" W}	{120.00'}
[L22]	[S 61°55'32" W]	[120.00']
{L23}	{S 54°47'48" W}	
[L23]	(S 54°47'48" W)	
{L26}	{S 61°55'32" W}	
(L26)	(S 61°55'32" W)	

STREET NAMES						
STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
CARR DRIVE	50 FEET	33 FEET	60 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
CATTLE PEN PASS	50 FEET	33 FEET	592 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
FOUNDATION LANE	50 FEET	33 FEET	531 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
GARY WAYNE DRIVE	50 FEET	33 FEET	915 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
LARIAT LOOP	70 FEET	48 FEET	931 FEET	35 MPH	PUBLIC	COLLECTOR ROAD (URBAN)
SHEEPDOG DRIVE	50 FEET	33 FEET	751 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
TOTAL LINEAR FEET OF NEW STREETS:			3,780 FEET			

LAND USE SCHEDULE		
DESCRIPTION	NUMBER	ACREAGE
RESIDENTIAL	79	13.188 AC.
OPEN SPACE	6	6.999 AC.
RIGHT-OF-WAY	–	4.921 AC.
TOTAL	85	25.107 AC.

FINAL PLAT

LARIAT SECTION 9

A SUBDIVISION OF 25.107 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A-415
IN WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Randolph Todd Co\9738-00-Northgate_Ph2_Sec9-10\SV\04_Finals\Drawings\Plats\Section 9 Plat\9738-00 Northgate Ph 2 Sec 9 Plat.dwg, 4/1/2024 12:46 PM, Garret Neumann

DESCRIPTION OF A 25.107 ACRE TRACT OF LAND

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 68.75 ACRE TRACT OF LAND AS CONVEYED TO PHAU–LARIAT 108, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138569; AND, A PORTION OF A CALLED 45.04 ACRE TRACT OF LAND AS CONVEYED TO DRP TX 4, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022080045 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND, A PORTION OF AN ABANDONED COUNTY ROAD (COUNTY ROAD NO. 214) AS VACATED IN ROADWAY CLOSURE ORDER (EXHIBIT 'D') AS RECORDED IN DOCUMENT NUMBER 2023057734 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND A AT THE MOST WESTERLY SOUTH CORNER OF THE ABOVE DESCRIBED 68.75–ACRE TRACT, AT AN INTERIOR CORNER OF THE ABOVE DESCRIBED 45.04–ACRE TRACT, FOR THE MOST WESTERLY SOUTH CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHWEST LINE OF SAID 68.75–ACRE TRACT AND THE NORTHEAST LINE OF SAID 45.04–ACRE TRACT THE FOLLOWING SEVEN (7) COURSES:

1)N 28°04'35" W A DISTANCE OF 360.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT;

2) N 28°47'54" W A DISTANCE OF 49.34 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT;

3) N 32°44'13" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT;

4) N 37°02'46" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT;

5) N 41°21'18" W A DISTANCE OF 48.87 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT;

6) N 51°34'06" W A DISTANCE OF 50.08 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT; AND

7) N 47°32'04" W A DISTANCE OF 60.15 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHEAST LINE OF SAID 45.04–ACRE TRACT, OVER AND ACROSS SAID 68.75–ACRE TRACT, N 38°25'54" E A DISTANCE OF 78.03 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT AND OVER AND ACROSS THE ABOVE DESCRIBED ROADWAY CLOSURE ORDER, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 60.97 FEET, HAVING A RADIUS OF 37.00 FEET, A CENTRAL ANGLE OF 94°24'29" AND CHORD WHICH BEARS N 8°46'20" W, A DISTANCE OF 54.30 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT AND OVER AND ACROSS THE ABOVE DESCRIBED ROADWAY CLOSURE ORDER, CONTINUING OVER AND ACROSS SAID ROADWAY CLOSURE ORDER AND OVER AND ACROSS SAID 68.75–ACRE TRACT, N 38°09'07" E A DISTANCE OF 70.17 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE LEFT, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 59.53 FEET, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 89°45'53" AND CHORD WHICH BEARS N 79°29'17" E, A DISTANCE OF 53.63 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, N 34°36'22" E A DISTANCE OF 41.21 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 143.49 FEET, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 25°17'48" AND CHORD WHICH BEARS N 47°32'55" E, A DISTANCE OF 142.33 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, N 60°11'49" E A DISTANCE OF 89.59 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 23.11 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 88°16'23" AND CHORD WHICH BEARS N 16°03'37" E, A DISTANCE OF 20.89 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, N 61°55'25" E A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, N 28°04'35" W A DISTANCE OF 9.35 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, N 61°55'25" E A DISTANCE OF 240.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, S 28°04'35" E A DISTANCE OF 27.06 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, N 61°55'25" E A DISTANCE OF 230.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT THE MOST NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" BEARS N 62°08'39" E A DISTANCE OF 19.28 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, S 85°14'54" E A DISTANCE OF 514.03 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT; AND

THENCE, CONTINUING OVER AND ACROSS SAID 68.75–ACRE TRACT, S 32°21'22" E A DISTANCE OF 91.97 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON AN EAST LINE OF SAID 68.75–ACRE TRACT, FOR THE MOST EASTERLY NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF SAID 68.75–ACRE TRACT THE FOLLOWING TWO (2) COURSES:

1)S 2°56'53" W A DISTANCE OF 378.44 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT; AND

2) S 12°55'26" W A DISTANCE OF 245.26 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE CURVING NORTHWEST RIGHT–OF–WAY LINE OF COUNTY ROAD 214 (120' R.O.W.) AT THE EAST CORNER OF LOT 275, BLOCK N, NORTHGATE CR 214 ROW AND AMENITY CENTER A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2023024428 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, AT THE MOST EASTERLY SOUTH CORNER OF SAID 68.75 ACRE TRAT, FOR MOST EASTERLY SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHWEST RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 214, WITH THE SOUTHEAST LINES OF SAID 68.75–ACRE TRACT, AND THE NORTHWEST LINES OF THE ABOVE DESCRIBED LOT 275 THE FOLLOWING EIGHT (8) COURSES:

1)N 53°12'50" W A DISTANCE OF 65.03 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

2) S 18°58'11" W A DISTANCE OF 79.13 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT;

3) S 44°58'24" W A DISTANCE OF 129.86 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT;

4) S 65°08'38" W A DISTANCE OF 140.01 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE;

5) S 61°55'25" W A DISTANCE OF 151.42 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE RIGHT;

6) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 77.06 FEET, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 73°35'29" AND A CHORD WHICH BEARS S 53°55'35" W, A DISTANCE OF 71.88 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT;

7) S 61°55'25" W A DISTANCE OF 150.70 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT; AND

8) S 28°04'35" E A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH A SOUTHEAST LINE OF SAID 68.75–ACRE TRACT, THE NORTH LINE OF SAID LOT 275, AND PARTIALLY WITH THE NORTHERLY TERMINUS OF LARIAT LOOP (70' R.O.W.) AS DEDICATED BY SAID CR 214 ROW AND AMENITY CENTER SUBDIVISION, S 61°55'25" W A DISTANCE OF 120.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT;

THENCE, CONTINUING WITH A SOUTHEAST LINE OF SAID 68.75–ACRE TRACT, THE NORTHERLY TERMINUS OF SAID LARIAT LOOP AND THE SOUTHEAST LINE OF THE ABOVE DESCRIBED 45.04–ACRE TRACT OF LAND, S 54°47'41" W PASS A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND AT A DISTANCE OF 60.47 FEET BEING THE COMMON SOUTH CORNER OF SAID 68.75–ACRE TRACT AND SAID 45.04–ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 65.51 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT THE NORTHEAST CORNER OF LOT 1, BLOCK W OF SAID CR 214 ROW AND AMENITY CENTER SUBDIVISION ON THE SOUTH LINE OF SAID 45.04–ACRE TRACT FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHERLY TERMINUS OF SAID LARIAT LOOP, OVER AND ACROSS SAID 45.04–ACRE TRACT, N 28°04'35" W A DISTANCE OF 92.76 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 45.04–ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND CHORD WHICH BEARS N 73°04'35" W, A DISTANCE 35.36 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 45.04–ACRE TRACT, N 28°04'35" W A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET, ON A NORTHWEST LINE OF SAID 45.04–ACRE TRACT AND THE SOUTHEAST LINE OF SAID 68.75–ACRE TRACT, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWEST LINE OF SAID 45.04–ACRE TRACT AND THE SOUTHEAST LINE OF SAID 68.75–ACRE TRACT, S 61°55'25" W A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.107 ACRES OF LAND, MORE OR LESS.

FINAL PLAT

LARIAT SECTION 9

A SUBDIVISION OF 25.107 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A–415
IN WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Randolph Todd Co\9738-00-Northgate_Ph2_Sec9-10\SV\04_Finals\Drawings\Plats\Section 9 Plat\9738-00 Northgate Ph 2 Sec 9 Plat.dwg, 4/1/2024 12:46 PM, Garret Neumann

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

THAT PHAU – LARIAT 108, LLC, ACTING HEREBY AND THROUGH, NICK MCINTRYRE, SENIOR VICE PRESIDENT OF LAND DEVELOPMENT, OWNER OF A 68.75 ACRE TRACT OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138569 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT DRP TX 4, LLC, ACTING HEREBY AND THROUGH HOUDIN HONARVAR, AUTHORIZED SIGNATORY, OWNER OF A 45.04 ACRE TRACT AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022080045 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF AN ABANDON COUNTY ROAD (COUNTY ROAD NO. 214) AS VACATED IN ROADWAY CLOSURE ORDER (EXHIBIT 'D') AS RECORDED IN DOCUMENT NUMBER 2023057734 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS BEING OUT OF THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS; SAID OWNERS DO HEREBY SUBDIVIDE 25.107 ACRES AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, DO HEREBY SUBDIVIDE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

LARIAT SECTION 9

WITNESS MY HAND, THIS THE 19 DAY OF APRIL, 2024, A.D.

PHAU – LARIAT 108, A TEXAS LIMITED LIABILITY COMPANY
9000 GULF FREEWAY
HOUSTON, TEXAS 77017

BY: PHAU – LARIAT 108, LLC
IT'S SENIOR VICE PRESIDENT OF LAND DEVELOPMENT

NICK MCINTRYRE, SENIOR VICE PRESIDENT OF LAND DEVELOPMENT

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED NICK MCINTRYRE, SENIOR VICE PRESIDENT OF LAND DEVELOPMENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE: 4-19-24

PRINT NOTARY'S NAME: Alyssa Benavides
MY COMMISSION EXPIRES: 6-13-26

ALYSSA BAILEY BENAVIDES
Notary Public, State of Texas
Comm. Expires 06-13-2026
Notary ID 133809459

WITNESS MY HAND, THIS THE 16 DAY OF APRIL, 2024, A.D.

DRP TX 4, LLC
590 MADISON AVENUE, 13TH FLOOR
NEW YORK, NY 10022

BY: DRP TX 4, LLC
ITS AUTHORIZED SIGNATORY

HOUDIN HONARVAR, AUTHORIZED SIGNATORY

STATE OF NEW YORK §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NEW YORK §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY HOUDIN HONARVAR, AUTHORIZED SIGNATORY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF ~~TEXAS~~ NEW YORK — DATE: 04/16/2024

PRINT NOTARY'S NAME: DANIEL JESSE KIMMEL
MY COMMISSION EXPIRES: 04-25-2026

DANIEL JESSE KIMMEL
NOTARY
NO. 01KI6432051
QUALIFIED IN
NEW YORK COUNTY
COMM. EXP.
04-25-2026
PUBLIC
STATE OF NEW YORK

FINAL PLAT

LARIAT SECTION 9

A SUBDIVISION OF 25.107 ACRES OF LAND
LOCATED IN THE
JOHN MCDEVITT SURVEY A–415
IN WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
A PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0235F, DATED DECEMBER 20, 2019.

I, JOSEPH YAKLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOSEPH YAKLIN, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 107869
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE: 4-3-24

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED
PROFESSIONAL ENGINEER
4-3-24

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY, UNDER MY SUPERVISION.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE: 04/02/2024

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH SAN GABRIEL MUD NO. 1.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE. FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
7. THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
8. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT–OF–WAY.
10. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE TO THE GRANTEE OF THE FOLLOWING: ALL ROADS WITHIN THIS SUBDIVISION ARE MAINTAINED BY NORTH SAN GABRIEL MUD NO. 1. NORTH SAN GABRIEL MUD NO. 1 SHALL BE PERPETUALLY LIABLE FOR MAINTENANCE OF THE ROADS AND THE QUALITY OF THE ROADS MUST BE MAINTAINED AS NOT TO AFFECT ACCESS BY PUBLIC SERVICES AGENCIES SUCH AS POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.
11. THE OWNER SHALL PROVIDE A MAINTENANCE SCHEDULE FOR THE ROADS TO THE COUNTY ENGINEER FOR APPROVAL PRIOR TO PLACEMENT OF THE FINAL PLAT ON THE COMMISSIONERS COURT AGENDA FOR APPROVAL. THE SCHEDULE SHALL INCLUDE THE MAINTENANCE ACTIVITIES, THEIR CYCLE OF OCCURRENCE, AND THE CURRENT COST OF PROVIDING THE MAINTENANCE ACTIVITY. THE TOTAL COST OF THE ACTIVITIES ALONG WITH THE RATE OF INFLATION SHALL BE USED TO DETERMINE THE ANNUAL ASSESSMENT PER LOT.
12. A 25 FOOT SETBACK FROM INTERNAL STREET ROW AND ADJACENT CR 214 ROW IS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS FOR ALL LOTS, HOWEVER, A 15 FOOT SIDE SETBACK IS PERMITTED ALONG NON–MAJOR HIGHWAYS AND ROADS.
13. LOTS 250–255 BLOCK Z, LOT 27 BLOCK AA, AND LOT 1 BLOCK AE MAY NOT BE FURTHER SUBDIVIDED.
14. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
15. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 214, THE ADJACENT COUNTY ROADWAY.
16. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
17. 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.
18. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
19. 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.
20. LOT 251 BLOCK N IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100–YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 45491C0235F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
21. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS EXCEPT FOR LOT 251 BLOCK N WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
22. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOT 251 BLOCK N 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.
23. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOT 251 BLOCK N, SHOWN ON THIS PLAT, ARE DETERMINED BY THE 100–YEAR FLOODPLAIN PER FEMA FIRM NO. 45491C0235F, EFFECTIVE DECEMBER 20, 2019.
24. 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.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 23rd DAY OF April, 2024 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

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

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

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

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

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

DATE

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ___DAY OF_____ A.D., 20___, AT _____ O'CLOCK ___M. AND DULY RECORDED ON THE ___DAY OF _____, A.D., 20___, AT _____O'CLOCK ___M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO._____.

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

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

BY: _____
NANCY E. RISTER

BGE

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

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Commissioners Court - Regular Session **22.**

Meeting Date: 05/07/2024

Indigent/Abandoned Burial - Guevara

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Atilano Ramirez Guevara) who passed away in Williamson County, Texas where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	05/01/2024 08:20 AM
Form Started By: Andrea Schiele		Started On: 04/29/2024 12:08 PM
Final Approval Date: 05/01/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Atilano Ramirez Guevara)

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

Atilano Ramirez Guevara (SSN xxx-xx-6507) passed away on April 19, 2024, at the age of 71, while admitted at Cornerstone Hospital of Round Rock, located at 4681 College Park Drive, Round Rock, Texas 78665.

The Court further finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

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

falls to Williamson County.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

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

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 7th day of May, 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **23.**

Meeting Date: 05/07/2024

Indigent/Abandoned Burial-Jennings

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Bryan Douglas Jennings) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	05/01/2024 08:22 AM
Form Started By: Andrea Schiele		Started On: 04/29/2024 01:34 PM
Final Approval Date: 05/01/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Bryan Douglas Jennings)

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

Bryan Douglas Jennings (SSN xxx-xx-9171) passed away on April 10, 2024, at the age of 49, at his residence located in Cedar Park, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

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

- 1 -

falls to Williamson County.

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

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 7th day of May 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **24.**

Meeting Date: 05/07/2024

Indigent/Abandoned Burial-Screws

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (James Delbert Screws Jr.) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	05/01/2024 08:24 AM
Form Started By: Andrea Schiele		Started On: 04/29/2024 01:36 PM
Final Approval Date: 05/01/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(James Delbert Screws Jr.)

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

James Delbert Screws Jr. (SSN xxx-xx-5806) passed away on March 15, 2024, at the age of 67, at his residence located in Round Rock, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

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

- 1 -

falls to Williamson County.

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

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 7th day of May 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **25.**

Meeting Date: 05/07/2024

Indigent/Abandoned Burial-Moore

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Brian Moore) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Eternal Peace Funeral Services to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	05/01/2024 09:55 AM
Form Started By: Andrea Schiele		Started On: 04/29/2024 01:37 PM
Final Approval Date: 05/01/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Brian Moore)

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

Brian Moore (DOB 7-24-1968) passed away on March 24, 2024, at the age of 55, while admitted at St David's Round Rock Medical Center, located at, 2400 Round Rock Ave., Round Rock, Texas 78681.

The Court further finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

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

- 1 -

falls to Williamson County.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

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

IT IS FURTHER ORDERED THAT Eternal Peace Funeral Services is granted authority to cremate the deceased.

Signed and entered this 7th day of May, 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **26.**

Meeting Date: 05/07/2024

Dell Technologies' 40th birthday

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

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Resolution for Dell Technologies on it's 40th birthday.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/24/2024 10:47 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 04/22/2024 11:34 AM
Final Approval Date: 04/24/2024		

WHEREAS, 40 years ago, on May 3, 1984, in his University of Texas at Austin dorm room, Michael Dell began building made-to-order computers in the belief that he could democratize computers for consumers; and

WHEREAS, 40 years later, Dell Technologies is a $90 billion global leader in innovation, plays a core role in our community's growing technology ecosystem, is a critical economic engine for Texas, and remains devoted to its mission of creating technologies that drive human progress; and

WHEREAS, 30 years ago, on August 2, 1994, Dell opened its new global headquarters in Round Rock, Williamson County, bringing high-paying jobs, creating new economic opportunity, and supporting the area's substantial growth; and

WHEREAS, Dell Technologies has attracted employees and businesses from around the world to live and work here, and inspired many to take bold risks, develop entrepreneurial solutions, start new businesses, and improve and make an impact our community and beyond; and

WHEREAS, at the heart of this successful business endeavor lies a successful partnership with the City of Round Rock and Williamson County and a strong commitment to support our community by giving back, through volunteer service and philanthropic contributions; and

WHEREAS, Dell Technologies continues to help businesses, governments, and individuals prepare for and capitalize on the rapidly changing technology landscape, from simply operating more efficiently to creating new revenue streams and harnessing the power of data through artificial intelligence; and

NOW THEREFORE, be it further resolved, Williamson County expresses our sincere congratulations to Dell Technologies on its 40th birthday, for the tremendous positive impact it has long made on our community and for a bright future and continued success together in the decades ahead.

Commissioners Court - Regular Session **27.**

Meeting Date: 05/07/2024

Mental Health Awareness 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 recognizing the month of May as "Mental Health Awareness Month".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mental Health Awareness

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/25/2024 08:50 AM
Form Started By: Pierce Kathy		Started On: 04/24/2024 05:19 PM
Final Approval Date: 04/25/2024		

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

That on the 7th day of May 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:

WHEREAS, the month of May is Mental Health Awareness month to bring attention to and remember the vital role mental health plays in our overall health and wellness; and

WHEREAS, a 2022 National Survey on Drug Use and Health by the Substance Abuse and Mental Health Services Administration (SAMHSA) showed that 23.1% of US adults experienced a mental health condition in 2022 and approximately 6%, or nearly 1 out of 17 adults will experience a serious mental health illness if their life, which can affect their physical health and have a ripple effect on families, schools, places of employment, and our communities; and,

WHEREAS, young adults ages 18 to 25 in the U.S. have the highest rate of experiencing mental health concerns (33.7%) and the highest rate of serious mental illness (11.4%) as compared to other age groups; and

WHEREAS, mental health concerns can impact anyone, regardless of race, age, gender, educational level or economic status and suicide is the 2nd leading cause of death among people aged 10 to 14; and

WHEREAS, mental health treatment – therapy, medication and self-care have made recovery a reality for most people experiencing mental illness; and

WHEREAS, the average delay between onset of mental illness symptoms and treatment is 11 years but with treatment individuals can continue to learn, work, perform, create, compete, laugh, love and inspire every day; and

WHEREAS, it is important to know the warning signs of mental illness, some of which include: being sad or withdrawn for more than two weeks, trying to harm oneself or making plans to do so, out-of-control/risky behavior, changes in mood or weight, use of alcohol and/or drugs, sleep patterns, fears and anxiety; and

WHEREAS, it is important and can be life-saving to recognize the symptoms of mental illness and to connect our friends and loved ones to treatment resources, as there is hope and help available, including the Bluebonnet Trails Crisis Support Line at 844-309-6385 for questions, appointments and help with navigating through local treatment options, as well as SAMHSA's "Search for Treatment" – at https://findtreatment.gov.

NOW THEREFORE BE IT RESOLVED, that the Commissioners Court recognizes the month of May as *"Mental Health Awareness Month"* and encourages county residents to look for warning signs of mental illness and to call or text 988 or 911, if you know someone struggling or in crisis.

RESOLVED THIS 7th DAY Of MAY 2024.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **28.**

Meeting Date: 05/07/2024

Treatment Court 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 declaring the month of May as "Treatment Court Month".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Specialty Treatment Court Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/25/2024 08:52 AM
Form Started By: Pierce Kathy		Started On: 04/24/2024 05:23 PM
Final Approval Date: 04/25/2024		

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

That on the day of May 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 treatment courts are the most successful intervention in our nation's history for leading people with substance use and mental health disorders out of the justice system and into lives of recovery, stability, and health; and

WHEREAS there are now more than 4,000 treatment courts nationwide; and

WHEREAS treatment courts are the cornerstone of justice reform sweeping the nation; and

WHEREAS treatment courts have transformed the way the justice system responds to people with substance use and mental health disorders by combining accountability with evidence-based treatment; and

WHEREAS treatment courts annually refer more than 150,000 people to lifesaving treatment and recovery support services; and

WHEREAS treatment courts save an average of $6,000 for every individual they serve; and

WHEREAS treatment courts significantly improve substance use disorder treatment outcomes, substantially reduce addiction and related crime, and do so at less expense than any other justice strategy; and

WHEREAS treatment courts improve education, employment, housing, and financial stability, promote family reunification, reduce foster care placements; and

WHEREAS treatment courts facilitate community-wide partnerships, bringing together public safety and public health; and

WHEREAS treatment courts demonstrate that when one person rises, we all rise.

WHEREAS, the Williamson County Misdemeanor DWI/Drug Court has been in existence since 2006 and has served 675 participants with 548 successful graduates and 13 currently active in the program; and

WHEREAS, the Williamson County Veterans Treatment Court has been in existence since 2015 and has served 275 participants with 214 successful graduate and 39 currently active in the program; and

WHEREAS, the Williamson County Transformative Justice Program Court has been in existence since 2019 and has served 142 participants with 67 successful graduates and 37 currently active in the program; and

WHEREAS, the Williamson County Felony DWI/Drug Court has been in existence since 2019 and has served 113 participants with 72 successful graduate and 25 currently active in the program; and

WHEREAS, the Williamson County Felony Mental Health Docket has been in existence since 2019 and has served 58 participants with 23 successful graduates and 21 currently active in the program; and

WHEREAS, the Williamson County Family Recovery Court, our newest specialty court, accepted its first participant in 2021, and has 6 current participants and 6 proud, successful graduate families who have been reunified.

THEREFORE, BE IT PROCLAIMED; that the Williamson County Commissioners Court declares that Treatment Court Month be established during the month of May.

PROCLAIMED THIS DAY OF MAY 2024.

_____

Bill Gravell Jr., County Judge

Commissioners Court - Regular Session **29.**

Meeting Date: 05/07/2024

Air Quality Awareness Week 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 May 6-10, 2024 as Air Quality Awareness Week in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Air Quality Awareness Week Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/01/2024 09:56 AM
Form Started By: Garry Brown		Started On: 05/01/2024 09:49 AM
Final Approval Date: 05/01/2024		

PROCLAMATION

WHEREAS, air quality can threaten Williamson County's environment and economy, as well as, the health of our residents; and

WHEREAS, in 2023, air quality in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA) was considered moderate or worse according to the National Air Quality Index more than 50% of days, up from 47% from the previous year; and

WHEREAS, the MSA exceeded the federal 8-hour ozone standard which increases the regions risk of being designated nonattainment; and

WHEREAS, children, older adults, people with lung disease, and people with heart disease are particularly affected by poor air quality, and which makes up about half of all residents in Central Texas; and

WHEREAS, Williamson County is home to more aggregate mining operations than any other Texas county, and as a result, nearby neighbors along the State Highway 195 corridor and points west of it experience talcum powder-like coating on every outdoor surface and many indoor surfaces; and

WHEREAS, the Environmental Protection Agency (EPA) recently revised the annual fine particulate matter ($PM_{2.5}$) National Ambient Air Quality Standard (NAAQS) down to 9 micrograms per cubic meter; and

WHEREAS, remaining in compliance with the NAAQS is important not only for public health, but also for the region's economy and ability to conduct transportation, housing, and business construction; and

WHEREAS, the U.S. Environmental Protection Agency has designated May 6 - 10, 2024, as National Air Quality Awareness Week; and

WHEREAS, Williamson County supports the efforts of the CAPCOG's Clean Air Coalition to measure and promote air quality.

NOW THEREFORE the Williamson County Commissioners Court does hereby proclaim

May 6 - 10, 2024
as
"Air Quality Awareness Week"

in Williamson County and encourages our residents and employees to educate themselves about air quality, including visiting CAPCOG's Air Central Texas website at AirCentralTexas.org, and promote air quality and air quality awareness within our community.

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 **30.**

Meeting Date: 05/07/2024

Proclamation-National Correctional Officers Week 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 a Proclamation recognizing May 5-11, 2024 as National Correctional Officers Week.

Background

National Correctional Officers Week was established on May 5, 1984 by Former President Ronald Reagan. He saw the need to create a week for Correctional Officers to thank them for their services and celebrate their contributions to society.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National Correctional Officers Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/29/2024 09:50 AM
Form Started By: Starla Hall		Started On: 04/29/2024 08:58 AM
Final Approval Date: 04/29/2024		

To recognize National Correctional Officers Week 2024 and to thank Correctional Officers and Employees for their services and the tremendous job they do and exceptional performance of duties under the most difficult of circumstances.

WHEREAS, one of the primary goals of Correctional Officers and Employees is to provide an effective Corrections system that concentrates on quality for all inmates in its care, custody and control and are essential to the success of our criminal justice process; and

WHEREAS, Correctional Officers are committed to ensuring public safety by establishing and maintaining security within the facility and supervising offender conduct and behavior to avoid conflicts and escapes; and

WHEREAS, Correctional Officers and Employees provide offenders with direction, hope and a new focus while assisting with reentry and life outside corrections; and

WHEREAS, Correctional Officers and Employees rise to meet any challenge and serve this honorable profession nobly and admirably; and

WHEREAS, Correctional Officers and Employees strive to maintain a safe working and living environment in Williamson County's correctional facility and for the sacrifice they make to protect the citizens of our community. All citizens are asked to join in expressing appreciation for the outstanding service of Correctional Officers and Employees.

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims May 5-11, 2024 as National Correctional Officers Week in Williamson County, Texas and publicly salutes the service of Correctional Officers and Employees in our community.

Dated this 7th day of May 2024

_____

Judge Bill Gravell

Commissioners Court - Regular Session **31.**

Meeting Date: 05/07/2024

5/7/2024 Wellness Updates

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the May 7, 2024, Wellness Updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

5.7.2024 Wellness Updates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:34 AM
Form Started By: Shelley Loughrey		Started On: 05/01/2024 05:02 PM
Final Approval Date: 05/02/2024		

WELLNESS UPDATE

WILCO ONE
one body one mind one you one place

05/07/2024

May is Women's Health Month

- Bexa Breast Exams are on-going through June at limited locations
- All Wilco employees (full and part time) are eligible for scan regardless of insurance
- Spouses covered on a Wilco medical plan also eligible
- Link has been shared through emails

- Wellness Actions must show as complete in the Virgin Pulse system no later than 12/01/24
- Must either complete the 3 actions (Health Survey, Wellness Exam, Biometric Form) or reach 10,000 points
- No exceptions for missing items or not reaching the point level
- 209 days remaining, don't delay!



WILCO WELL CARE: ONSITE WELLNESS

- On-site Wellness Exams and Biometric Screenings available
- All employees and spouses covered on a Wilco Medical Plan are eligible
- Get all your wellness actions completed in a 20-minute appointment
- Does not interfere with any other medical care
- Benefits Team member will be on-site to assist with Virgin Pulse

Commissioners Court - Regular Session **32.**

Meeting Date: 05/07/2024

Policy Exception

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

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception to PCN 1908 for the County Attorney's Office.

Background

We have discussed this position with HR as we have had very few applicants for this position and trying to get creative in filling our open positions. There are no additional funds needed for this position and the only reason we are requesting this exception is that it is outside of the normal timeline to make changes. Attached is the position change request.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position Change Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/29/2024 09:48 AM
Form Started By: Stephanie Lloyd		Started On: 04/26/2024 03:37 PM
Final Approval Date: 04/29/2024		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
475-County Attorney	1908	Vacant	$106,418.08	$92,721.05	$106,418.08	$106,418.08	N/A	N/A	Title/Grade Change From Civil Attorney B.38 to Assistant Civil Attorney B.34	5/10/2024

Commissioners Court - Regular Session **33.**

Meeting Date: 05/07/2024

Position Change for County Auditors Office

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an exception to policy for position changes for the Auditor's Office.

Background

Attached is the spreadsheet for the transfers of salary dollars between positions. All of the transfers are within policy. The only exception is due to the request being past the deadline of February 15th per Policy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position Transfer for PCN 0624 Auditors Office

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:33 AM
Form Started By: Julie Kiley		Started On: 05/02/2024 09:54 AM
Final Approval Date: 05/02/2024		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date		
0495-County Auditor	0624	Vacant	N/A	N/A	$58,105.17	$71,388.72	N/A	$13,283.55	Reallocation of position budget surplus to fill position. Surplus salary to PCN 0624 from PCN 0641, PCN 0635, PCN 2096, and PCN 0644.	5/10/2024		
0495-County Auditor	0641	10279	$124,888.66	N/A	$125,332.78	$124,888.66	$444.12	N/A	Reallocation of position budget surplus to fill position. Surplus salary to PCN 0624 from PCN 0641, PCN 0635, PCN 2096, and PCN 0644.	5/10/2024		
0495-County Auditor	0635	16658	$106,862.08	N/A	$110,767.22	$106,862.08	$3,905.14	N/A	Reallocation of position budget surplus to fill position. Surplus salary to PCN 0624 from PCN 0641, PCN 0635, PCN 2096, and PCN 0644.	5/10/2024		
0495-County Auditor	2096	16800	$46,779.20	N/A	$50,510.75	$46,779.20	$3,731.55	N/A	Reallocation of position budget surplus to fill position. Surplus salary to PCN 0624 from PCN 0641, PCN 0635, PCN 2096, and PCN 0644.	5/10/2024		
0495-County Auditor	0644	Vacant	N/A	$81,318.64	N/A	$76,115.90	$5,202.74	N/A	Reallocation of position budget surplus to fill position. Surplus salary to PCN 0624 from PCN 0641, PCN 0635, PCN 2096, and PCN 0644.	5/10/2024		

Commissioners Court - Regular Session **34.**

Meeting Date: 05/07/2024

Telework Policy Revision

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

A red lined and clean copy are attached. This version has been revised in consultation with HR, Legal, and IT to clarify the responsibilities in each area.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Telework Policy

Redline

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 12:17 PM
Form Started By: Richard Semple		Started On: 05/02/2024 11:58 AM
Final Approval Date: 05/02/2024		

Williamson County Policy

County Telework Policy

Sensitivity: Public
Criticality: Low
Primary Type: Policy

Summary

Purpose
If done correctly, Teleworking can potentially increase productivity for both the employee and the organization. Teleworking can positively impact employee morale and organizational culture as well as reduce demands on County facilities. However, Teleworking can also adversely affect the County through lack of supervision, misuse of resources, and exposure of the County's IT network to security risks. The cooperation of all County leaders is necessary to ensure a safer and more successful Teleworking program. This Policy defines the standards, eligibility, and other rules, requirements, and guidance for Telework. Elected officials, appointed officials, and Department directors, collectively referred herein as "Officials and Directors," may require additional standards or eligibility criteria that enhance and further the purpose of this Policy.

Scope
This Policy applies to all County employees, County Departments, Offices of elected officials and appointed officials who are approved to Telework in any capacity, collectively referred herein as "Teleworkers."

Definitions

Department
Unless specifically noted otherwise, the use of the word "Department" or related forms of that word includes Commissioners Court departments.

Office
"Office" shall mean and include offices of all elected officials and appointed officials that utilize Williamson County IT infrastructure.

Telework
"Telework" or "Teleworking" shall mean the performance of individual County work functions at approved locations outside of County worksites at the discretion of the Official or Director.

Telework Schedule
"Telework Schedule" shall mean the days and hours agreed upon by Officials and Directors and Teleworkers about when the Teleworker may Telework and when they must present for work at their County worksite.

Telework Site
"Telework Site" shall mean the location away from the Teleworker's assigned County worksite where a Teleworker has been authorized to Telework. The Telework Site should be in the Teleworker's home unless the Teleworker's Official or Director authorizes the Teleworker to work from an alternative Telework Site.

Roles and Responsibilities

A. Teleworkers

1. All Teleworkers must adhere to this Policy and any Department/Office specific Telework policies when Teleworking.
2. Teleworkers shall follow their Department's/Office's call-in and leave request procedures. Personal leave time must be arranged in the same manner as non-Teleworkers working at the County worksite. Teleworkers who are unable to work due to illness or medical appointments must use sick leave or other paid leave and report their absence in accordance with County and Department/Office policy.
3. Teleworkers shall be available to attend in-person meetings or report to a County worksite when requested by their Official or Director. Teleworkers understand that they may be called to report to their County worksite on their regular Telework Schedule to meet Department/Office needs.
4. Teleworkers should adhere to the same standards of professionalism, personal appearance, workspace/background appearance, customer service, and other requirements as defined by the Teleworker's Official or Director.
5. Teleworkers shall read and attest to this Policy and any applicable Department/Office policies regarding Telework.

B. Officials and Directors

1. Officials and Directors shall submit a request to Technology Services for Teleworking access for each Teleworker in order to account for software licensing.
2. Officials and Directors shall ensure that each Teleworker understands, accepts, and acknowledges this Policy in writing or through the County's policy management software system (e.g., PowerDMS) prior to authorizing Telework.
3. Officials and Directors have the right to refuse to make Telework available and to terminate an existing Telework arrangement, individually or office-wide, at any time.
4. Officials and Directors are responsible for monitoring the effectiveness and productivity of their Teleworkers.
5. Officials and Directors may define specific requirements regarding Teleworker comfort and safety in the Telework Site.
6. Officials and Directors should communicate the standards for professionalism, personal appearance, workspace/background appearance, customer service, and other requirements to their Teleworkers.
7. A Reasonable Accommodation Request Form on the Human Resources SharePoint page must be completed for any request to Telework as an ADA accommodation .

Policy

C. General

1. Telework does not change compensation, benefits, vacation, or other paid leave.

2. Telework does not alter a Teleworker's obligation to comply with job duties and responsibilities and County and Department/Office policies.
3. Teleworkers shall not conduct any non-County employment during their Telework Schedule.
4. Officials and Directors may have additional policies unique to their operations. Department policies must not conflict with or be less stringent than this Policy.

D. Telework Eligibility (as defined by Officials and Directors)

1. The nature of the position's work functions and the Teleworker's individual skills set and ability must allow for Telework.
2. The eligibility of an individual position and/or Teleworker is defined by the Official or Director.
3. Officials and Directors shall consider a Teleworker's performance and/or attendance issues when determining or continuing eligibility to Telework.
4. A Teleworker's access to Williamson County IT infrastructure during Telework must also be authorized by Technology Services. Any Teleworker who adversely impacts or threatens the security of the Williamson County IT infrastructure is subject to immediate termination of access by Technology Services. .

E. Telework Site Requirements

1. The Telework Site must provide for the effective performance of the position, Teleworker safety and productivity, and maintenance of information security.
2. It is the responsibility of the Teleworker to provide the space, furniture, network connectivity, and other items needed to meet the Telework Site requirements, the functions of the position, and any other Departmental/Office requirements.
3. Safety and injury prevention should be practiced in the Telework Site to avoid injury or incident.
4. Teleworkers shall refer to the current Safety Checklist to ensure their Telework Site meets safety requirements.
5. The Telework Site must allow for adequate noise control and connectivity to ensure clear telephone and video conference calls and maintain professionalism and good customer service.
6. The Telework Site must allow for privacy to ensure that other individuals do not have access to confidential matters.
7. Certain software packages or processes may not perform as well from a remote location, and Officials and Directors should take this into account when authorizing Telework.
8. If the Teleworker cannot work effectively, safely, and securely from the Telework Site, Telework should not be authorized.
9. Teleworkers shall not hold in-person business meetings with internal or external clients, customers, or colleagues at their Telework Site without prior approval from the Teleworker's Official or Director.
10. Regularly scheduled Telework must be performed within the State of Texas.

F. Technology Equipment & Support

1. Teleworkers are responsible for providing an internet connection sufficient to communicate (audio and video) and perform the job from their Telework Site in a manner that is satisfactory to

their Official or Director. The County will not provide cellular internet devices (i.e., MiFi, hotspots) for this purpose.

2. Teleworkers are responsible for providing, testing, and validating the network connection before scheduling Telework with their Official or Director.
3. Resolution of any issues with network connectivity will be the responsibility of the Teleworker. If connectivity issues cannot be resolved in a timely manner or if intermittent issues persist, the Teleworker will need to report to their assigned work site or utilize their leave accruals.
4. Teleworkers must use County-owned computers or mobile devices to Telework, except as otherwise authorized or required under this Policy. This ensures compliance with County policies pertaining to hardware, security, and encryption.
5. Use of the County's Virtual Private Network (VPN) software is always required when accessing County data from a wireless or wired network not managed by Williamson County (e.g., home and public networks).
6. Using non-County devices (smartphones, iPads, etc.) for Office 365 applications is permitted, but devices must comply with the security requirements below.
7. Use of personal smartphones (or tablets) may be required to access the Multi-Factor Authentication system (see Security section).
8. The County will not provide additional technology equipment for the express purpose of Teleworking per County Budget Policy. While assigned technology equipment may be used for Teleworking at the Officials' and Directors' discretion, duplicate setups of monitors, docks, computers, etc., or any equipment required for Telework will not be provided or supported by Technology Services.
9. Technology Services will support Teleworkers as much as possible but will not be able to support issues related to home/private internet issues or personal equipment (routers, firewalls, etc.), as well as networked devices on non-County networks (e.g., network printers).
10. Technology Services will provide remote assistance to Teleworkers via phone, email, and remote support. No onsite support for Teleworkers is possible, so any issues that cannot be solved remotely will need to be performed at IT or at another County office.

G. Security

1. Utmost care must be taken to protect County data when Teleworking. This includes physically placing computer screens away from windows, unauthorized persons, or cameras.
2. Computers, phones, and tablets must not be left unattended at any time while unlocked.
3. In public settings, extra precautions should be taken to ensure the privacy and security of County data.
4. There may also be legal regulations on the data, such as CJIS or HIPAA, that require additional security measures when working outside a secure location.
5. Officials and Directors are responsible for ensuring employees are compliant with all applicable regulations while Teleworking.
6. Multi-Factor Authentication (MFA) is required to access County data and/or networks from a Telework Site.

7. All Teleworkers must utilize the MFA application and notifications on a smartphone or tablet. Those Teleworkers issued a County-owned smartphone or tablet pursuant to other policies may use that device for this purpose. For all other Teleworkers, the use of a personally owned smartphone or tablet is required for the MFA application. Alternative methods of MFA require an exemption and approval from Technology Services. A County-owned smartphone will not be issued to employees solely for this purpose.

H. Liability

1. Compensability for Teleworker injuries or occupational diseases will be determined by Workers' Compensation as in any other off-site incident.
2. In the event of a job-related injury at the Telework Site, the injured Teleworker must immediately report the incident to his/her supervisor.
3. The County is not liable for any third-party (family, visitors, etc.) injuries which may occur at a Telework Site.
4. In the event of a reported injury or workers' compensation claim, Risk Management and/or Human Resources may be required to inspect the Teleworking site for compliance with this Policy and investigations.

I. Communication Requirements

1. All Teleworkers must be reachable throughout their shift according to the standards set by their Official or Director.
2. Communication methods that are supported by Technology Services are email, Microsoft Teams, WebEx, Jabber, and County-issued smartphones.
3. Video chat/conferencing may be required depending on the position and nature of the work as defined by each Official and Director.

J. Performance Monitoring

1. Officials and Directors are responsible for determining the measurement of performance of their Teleworkers, as well as supervising staff while Teleworking. Absent business necessity, as determined by the Official or Director, the same standards of performance for in-office work should apply to Telework.
2. The criteria of performance should be clearly communicated to each Teleworker by the Officials and Directors before engaging in Telework.
3. Teleworkers may be asked to log into the County's timekeeping system or check in with a supervisor at the start and/or end of a Teleworking shift, as required by the Teleworker's Official or Director.
4. Officials and Directors may conduct performance monitoring, to include a review of computer logs, email and Teams messages, or other electronic means.
5. Failure to meet performance criteria or policies may result in loss of eligibility to Telework.

K. Ad Hoc Arrangements

1. Temporary Telework may be approved by Officials and Directors for circumstances such as inclement weather, special projects, facility issues, family and personal issues, or business travel.

These arrangements are approved by Officials and Directors on an as-needed basis only, with no expectation of ongoing continuance.

2. Other short-term Telework arrangements may be made by Officials and Directors for employees on family or medical leave to the extent practical for the employee and the organization with the consent of the employee's health care provider, if appropriate. Generally speaking, an employee may not Telework as a substitute for leave under the Family and Medical Leave Act (FMLA) or under the Americans with Disabilities Act (ADA) without participating in the reasonable accommodations process with Human Resources.
3. All ad hoc Telework arrangements are made on a case-by-case basis by Officials and Directors.

Exceptions

Requests for exceptions to this Policy must be documented via the Policy Exception Procedure and approved by the management of Williamson County Human Resources or Technology Services (depending on the exception requested).

Violations

Violation of this Policy may lead to disciplinary actions up to and including loss of remote access technologies or, at the discretion of Officials and Directors, termination of employment.

Related Statutes, Policies, and Authorities

Safety Checklist published by Williamson County Risk Management (available on SharePoint)

Policy Exception Procedure published by Williamson County Technology Services (linked on SharePoint)

Department Policies: Please refer to any Department/Office specific policies your Department or Office may have that may reference this document.

Contact Office

Human Resources: Contact your designated HR Generalist or 512-943-1533 (x31533)
Technology Services: servicedesk@wilco.org or 512-943-1456 (x31456)
Risk Management: riskmanagement@wilco.org or 512-943-1980 (x31980)

Administrative Notes

Policy Class: Resource Management
Policy Family: Human Resource Management
Policy: Williamson County Telework Policy

Revision History

Version	Date	Description
3.1	TBD	Clarification of responsibilities of Department Heads/Elected Officials/Appointed Officials
3.0	11/21/2023	Addition of Risk Management/Legal/HR Items
2.0	10/18/2022	Adoption by Commissioner's Court and Republication

1.2	9/22/2022	Point of Clarification: MFA Required for all remote access (Sections C.7, D.5, and D.6 of this document.) Section format change (re-designated Letter/Number in listings) Added Violations section for uniformity with other modern policies Added Exceptions section for uniformity with other modern policies
1.1	7/27/2021	Clarified language and made for more broad use cases.
1.0	6/2/2020	First version – COVID-19 specific.

Williamson County Policy

County Telework Policy

Sensitivity: Public
Criticality: Low
Primary Type: Policy

Summary

Purpose

If done correctly, ~~teleworking has been found to~~Teleworking can potentially increase productivity for both the employee and the organization. Teleworking can positively impact employee morale and organizational culture as well as reduce demands on County facilities. ~~With the appropriate tools and guidance, telework can be nearly seamless for the department. This policy defines the standards, eligibility, and other rules and requirements for telework~~However, Teleworking can also adversely affect the County through lack of supervision, misuse of resources, and exposure of the County's IT network to security risks. The cooperation of all County leaders is necessary to ensure a safer and more successful Teleworking program. This Policy defines the standards, eligibility, and other rules, requirements, and guidance for Telework. Elected officials, appointed officials, and Department directors, collectively referred herein as "Officials and Directors," may require additional standards or eligibility criteria that enhance and further the purpose of this Policy.

Scope

This ~~policy~~Policy applies to all County employees, County ~~departments, and~~ Departments, Offices of elected officials and appointed officials who are approved to ~~telework~~Telework in any capacity~~.~~, collectively referred herein as "Teleworkers."

Definitions

Department

Unless specifically noted otherwise, the use of the word "~~department~~Department" or related forms of that word includes ~~both~~ Commissioners Court departments.

Office

"Office" shall mean and include offices of all elected ~~offices~~ officials and appointed officials that utilize Williamson County IT infrastructure.

Telework

~~The~~"Telework" or "Teleworking" shall mean the performance of individual County work functions at approved locations outside of County worksites at the discretion of the ~~department head/elected official~~Official or Director.

Telework Schedule

~~The~~
"Telework Schedule" shall mean the days and hours agreed upon by ~~the department head/elected official~~Officials and ~~employee~~Directors and Teleworkers about when the ~~employee~~Teleworker may ~~telework~~Telework and when they must present for work at their County worksite.

Telework Site

~~The~~
"Telework Site" shall mean the location away from the ~~employee's~~Teleworker's assigned County worksite where ~~an employee~~a Teleworker has been authorized to ~~telework~~Telework. The ~~telework site~~Telework Site should be in the ~~employee's~~Teleworker's home unless the ~~employee's department head~~Teleworker's Official or ~~elected official approves for the employee~~Director authorizes the Teleworker to work from an alternative ~~telework site~~Telework Site.

Roles and Responsibilities

~~A. Employees~~

A. Teleworkers

1. All ~~employees~~Teleworkers must adhere to this ~~policy~~Policy and any ~~department~~ Department/Office specific ~~telework~~Telework policies when ~~teleworking~~Teleworking.
2. ~~Employees~~Teleworkers shall follow their ~~department's~~Department's/Office's call-in and leave request procedures. Personal leave time must be arranged in the same manner as ~~employees~~non-Teleworkers working at the County worksite. Teleworkers who are unable to work due to illness or medical appointments must use sick leave or other paid leave and report their absence ~~to their department~~ in accordance with ~~department~~County and Department/Office policy.
3. ~~Employees~~Teleworkers shall be available to attend in-person meetings or report to a County worksite when requested~~. Employees~~ by their Official or Director. Teleworkers understand that they may be called to report to their County worksite on their regular ~~telework schedule~~Telework Schedule to meet ~~department~~Department/Office needs.

~~4. Employees shall keep personal interruptions such as telephone calls and visitors to a minimum.~~

~~5.~~4. ~~Employees~~Teleworkers should adhere to the same standards of professionalism, personal appearance, workspace/background appearance, customer service, and other requirements as ~~in-office personnel~~defined by the Teleworker's Official or Director.

~~6.~~5. ~~Employees~~Teleworkers shall read and attest to this ~~policy~~Policy and any applicable ~~department~~Department/Office policies regarding ~~telework~~Telework.

~~B. Departments~~

B. ~~Departments~~Officials and Directors

1. Officials and Directors shall submit a request ~~teleworking~~to Technology Services for Teleworking access for each ~~user~~Teleworker in order to account for software licensing~~ as well as attestation to the policy by the user~~.
2. ~~Departments that authorize telework are required to~~ Officials and Directors shall ensure that each ~~employee fully~~Teleworker understands, accepts, and ~~complies with~~acknowledges this Policy in writing or through the County's policy management software system (e.g., PowerDMS) prior to authorizing Telework.

3. ~~Departments~~Officials and Directors have the right to refuse to make ~~telework~~Telework available and to terminate an existing ~~telework~~Telework arrangement, individually or office-wide, at any time.
4. ~~Departments~~Officials and Directors are responsible for monitoring the effectiveness and productivity of ~~teleworking employees~~their Teleworkers.
5. ~~Departments~~Officials and Directors may define specific requirements regarding ~~employee~~Teleworker comfort and safety in the ~~telework site~~Telework Site.
6. ~~Customer service, professionalism, and the effectiveness of the office shall not be negatively affected by teleworking.~~
6. ~~Any department that receives a request to telework as an ADA accommodation must complete the~~Officials and Directors should communicate the standards for professionalism, personal appearance, workspace/background appearance, customer service, and other requirements to their Teleworkers.
7. A Reasonable Accommodation Request Form on the Human Resources SharePoint page must be completed for any request to Telework as an ADA accommodation .

Policy

C. General

1. Telework does not change compensation, benefits, vacation, or other paid leave.
2. Telework does not alter ~~an employee's~~a Teleworker's obligation to comply with job duties and responsibilities and County and ~~department~~Department/Office policies.
3. ~~Employees~~Teleworkers shall not conduct any non-County employment during their ~~telework schedule~~Telework Schedule.
4. ~~Specific departments~~Officials and Directors may have additional policies unique to their operations. Department policies must not conflict with or be less stringent than this ~~policy~~Policy.

~~D. Eligible Employees~~

D. Telework Eligibility (as defined by Officials and Directors)

1. The nature of the position's work functions and the ~~employee's~~Teleworker's individual ~~skill~~skills set and ability must allow for ~~telework.~~ Telework.
2. The eligibility of an individual position and/or ~~employee~~Teleworker is defined by the ~~department head~~Official or ~~elected official~~Director.
3. ~~Performance~~Officials and Directors shall consider a Teleworker's performance and/or attendance issues ~~shall affect an employee's~~when determining or continuing eligibility to ~~telework~~Telework.
4. ~~Violations of this policy shall affect an employee's eligibility to telework.~~
4. ~~Remote Location~~A Teleworker's access to Williamson County IT infrastructure during Telework must also be authorized by Technology Services. Any Teleworker who adversely impacts or threatens the security of the Williamson County IT infrastructure is subject to immediate termination of access by Technology Services. .

E. Telework Site Requirements

1. The ~~telework site~~Telework Site must ~~have the appropriate setup~~provide for the ~~employee to be~~ effective~~, be safe, and maintain~~ performance of the position, Teleworker safety and productivity, and maintenance of information security ~~for the duration of their shift~~.

2. ~~The telework site must allow for employee comfort and safety for the duration of the work shift.~~ It is the responsibility of the ~~employee~~Teleworker to provide the space, furniture, network connectivity, and other items needed to ~~create an appropriate telework setup~~meet the Telework Site requirements, the functions of the position, and any other Departmental/Office requirements.
3. Safety and injury prevention should be practiced in the ~~telework site~~Telework Site to avoid injury or incident.
4. ~~Employees~~Teleworkers shall refer to the current Safety Checklist to ensure their ~~telework site~~Telework Site meets safety requirements.
5. The ~~telework site~~Telework Site must allow for adequate noise control and connectivity to ensure clear telephone and video conference calls and maintain professionalism and good customer service.
6. The ~~telework site~~Telework Site must allow for privacy to ensure that other individuals do not have access to confidential matters.
7. Certain software packages or processes may not perform as well from a remote location, and ~~the employee~~Officials and ~~department may need to~~Directors should take this into account when authorizing ~~telework~~Telework.
8. If the ~~employee~~Teleworker cannot work effectively, safely, and securely from the ~~telework site, telework~~Telework Site, Telework should not be authorized.
9. ~~Teleworking employees~~Teleworkers shall not hold in-person business meetings with internal or external clients, customers, or colleagues at their ~~telework site~~Telework Site without prior approval from the Teleworker's Official or Director.
10. ~~Scheduled~~Regularly scheduled Telework must be performed within the State of Texas.

F. Technology Equipment & Support

1. ~~Employees~~Teleworkers are responsible for providing an internet connection sufficient to communicate (audio and video) and perform the job from their ~~telework site~~Telework Site in a manner that is satisfactory to ~~the department head.~~their Official or Director. The County will not provide cellular internet devices (i.e~~.~~., MiFi, hotspots) for this purpose.
2. ~~Employees~~Teleworkers are responsible for providing, testing, and validating the network connection before scheduling ~~telework~~Telework with their ~~supervisor.~~Official or Director.
3. Resolution of any issues with network connectivity will be the responsibility of the ~~employee~~Teleworker. If connectivity issues cannot be resolved in a timely manner or if intermittent issues persist, the ~~employee~~Teleworker will need to report to their assigned work site or utilize their leave accruals.
4. ~~Employees~~Teleworkers must use County-owned computers or mobile devices to ~~telework~~Telework, except as otherwise authorized or required under this ~~policy~~Policy. This ensures compliance with County policies pertaining to hardware, security, and encryption.
5. Use of the County's Virtual Private Network (VPN) software is always required when accessing County data from a wireless or wired network not managed by Williamson County (e.g., home and public networks).

6. Using non-County devices (smartphones, iPads, etc.) for Office 365 applications is permitted, but devices must comply with the security requirements below.
7. Use of personal smartphones (or tablets) may be required to access the Multi-Factor Authentication system (see Security section).
8. The County will not provide additional technology equipment for the express purpose of ~~teleworking.~~Teleworking per County Budget Policy. While assigned technology equipment may be used for ~~teleworking~~Teleworking at the ~~department's~~Officials' and Directors' discretion, duplicate setups of monitors, docks, computers, etc., or any equipment required for ~~telework~~Telework will not be provided ~~or approved in the budget process~~ or supported by Technology Services.
9. Technology Services will support ~~users teleworking~~Teleworkers as much as possible but will not be able to support issues related to home/private internet issues or personal equipment (routers, firewalls, etc.), as well as networked devices on non-County networks (e.g., network printers).
10. Technology Services will provide remote assistance to ~~teleworking employees~~Teleworkers via phone, email, and remote support. No onsite support for ~~teleworking employees~~Teleworkers is possible, so any issues that cannot be solved remotely will need to be ~~done~~performed at IT or at another County office.

G. Security

1. Utmost care must be taken to protect County data when ~~teleworking~~Teleworking. This includes physically placing computer screens away from windows, unauthorized persons, or cameras.
2. Computers, phones, and tablets must not be left unattended at any time while unlocked.
3. In public settings, extra precautions should be taken to ensure the privacy and security of County data.
4. There may also be legal regulations on the data, such as CJIS or HIPAA, that require additional security measures when working outside a secure location.
5. ~~Supervisors~~Officials and Directors are responsible for ensuring employees are compliant with all applicable regulations while ~~teleworking~~Teleworking.
6. Multi-Factor Authentication (MFA) is required to access County data and/or networks from a ~~telework site~~Telework Site.
7. All ~~teleworking employees~~Teleworkers must utilize the MFA application and notifications on a smartphone or tablet. Those ~~employees~~Teleworkers issued a County-owned smartphone or tablet pursuant to other policies may use that device for this purpose. For all other ~~employees~~Teleworkers, the use of a personally owned smartphone or tablet is required for the MFA application. Alternative methods of MFA require an exemption and approval from Technology Services. A County-owned smartphone will not be issued to employees solely for this purpose.

H. Liability

1. Compensability for ~~employee~~Teleworker injuries or occupational diseases will be determined by Workers' Compensation as in any other off-site incident.
2. In the event of a job-related injury at the ~~telework site~~Telework Site, the injured ~~employee~~Teleworker must immediately report the incident to his/her supervisor.

3. The County is not liable for any third-party (family, visitors, etc.) injuries which may occur at a ~~telework site~~Telework Site.
4. ~~Teleworkers must allow~~In the ~~County~~event of a reported injury or workers' compensation claim, Risk Management and/or Human Resources may be required to inspect the ~~telework~~Teleworking site ~~during normal working times~~ for compliance with this ~~policy~~Policy and ~~safety~~ investigations. ~~Inspections will be performed by Risk Management staff in conjunction with Human Resources, as needed.~~

I. Communication Requirements

1. All ~~teleworking employees~~Teleworkers must be reachable throughout their shift according to the standards set by their ~~supervisor~~Official or ~~department~~Director.
2. Communication methods that are supported by Technology Services are email, Microsoft Teams, WebEx, Jabber, and County-issued smartphones.
3. Video chat/conferencing may be required depending on the position and nature of the work as defined by each Official and Director.

J. Performance Monitoring

1. ~~Department heads~~Officials and ~~supervisors~~Directors are responsible for determining the measurement of performance of ~~teleworking employees~~ their Teleworkers, as well as supervising staff while ~~teleworking. The~~Teleworking. Absent business necessity, as determined by the Official or Director, the same standards of performance for in-office work ~~shall~~ should apply to ~~telework~~Telework.
2. The criteria of performance ~~will~~should be clearly communicated to each ~~employee~~Teleworker by the Officials and Directors before engaging in ~~telework~~Telework.
3. ~~Employees~~Teleworkers may be asked to log into the County's timekeeping system or check in with a supervisor at the start and/or end of a ~~teleworking shift through a similar (or equivalent) process as an in-office work shift~~Teleworking shift, as required by the Teleworker's Official or Director.
4. ~~Performance~~Officials and Directors may conduct performance monitoring ~~may~~, to include a review of computer logs, email and Teams messages, or other electronic means.
5. Failure to meet ~~the~~ performance criteria or policies ~~shall~~may result in loss of eligibility to ~~telework~~Telework.

K. Ad Hoc Arrangements

1. Temporary ~~telework~~Telework may be approved by Officials and Directors for circumstances such as inclement weather, special projects, facility issues, family and personal issues, or business travel. These arrangements are approved by Officials and Directors on an as-needed basis only, with no expectation of ongoing continuance.
2. Other short-term Telework arrangements may be made by Officials and Directors for employees on family or medical leave to the extent practical for the employee and the organization with the consent of the employee's health care provider, if appropriate. Generally speaking, ~~you~~an employee may not ~~telework~~Telework as a substitute for leave under the Family and Medical Leave

Act (FMLA) or under the Americans with Disabilities Act (ADA) without participating in the reasonable accommodations process with Human Resources.

3. All ad hoc ~~telework~~Telework arrangements are made on a case-by-case basis~~, focusing first on the business needs of the department or office~~ by Officials and Directors.

Exceptions

Requests for exceptions to this ~~policy~~Policy must be documented via the Policy Exception Procedure and approved by the management of Williamson County Human Resources or Technology Services (depending on the exception requested).

Violations

Violation of this ~~policy~~Policy may lead to disciplinary actions up to and including loss of remote access technologies or, at the discretion of Officials and Directors, termination of employment.

Related Statutes, Policies, and Authorities

Safety Checklist published by Williamson County Risk Management (available on SharePoint)

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Administrative Notes

Policy Class: Resource Management
Policy Family: Human Resource Management
Policy: Williamson County Telework Policy

Revision History

Version	Date	Description
3.1	TBD	Clarification of responsibilities of Department Heads/Elected Officials/Appointed Officials
3.0	11/21/2023	Addition of Risk Management/Legal/HR Items
2.0	10/18/2022	Adoption by Commissioner's Court and Republication
1.2	9/22/2022	Point of Clarification: MFA Required for all remote access (Sections C.7, D.5, and D.6 of this document.) Section format change (re-designated Letter/Number in listings) Added Violations section for uniformity with other modern policies Added Exceptions section for uniformity with other modern policies

1.1	7/27/2021	Clarified language and made for more broad use cases.
1.0	6/2/2020	First version – COVID-19 specific.

Commissioners Court - Regular Session **35.**

Meeting Date: 05/07/2024

MOU Between the City of Georgetown and WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take action on authorizing a Memorandum of Understanding between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments to add Georgetown as a party to the Williamson County Regional Animal Shelter Interlocal Agreement.

Background

Williamson County and the Cities of Round Rock, Cedar Park, Hutto and Leander formed the WCRAS in 2006. This regional partnership has allowed effective management of animals county-wide while reducing costs for each partner due to economies of scale. In 2016, the WCRAS members approved its first expansion. Proposed ILA Amendment:The proposed ILA, attached as Exhibit A to the MOU, will allow Georgetown to join the partnership. The terms include the City of Georgetown wholly funding a $15 million expansion of the WCRAS facility that is expected to provide capacity for all members through 2035. Georgetown will also begin making its pro rata share of O&M payments, approximately 15%, likely slightly lowering Williamson County's annual O&M cost. Georgetown will also pay an additional equity buy-in totaling approximately $2 million over the next 10 years. Finally, Georgetown plans to lease its current animal shelter to WCRAS for use during the construction of the expansion. Adding Georgetown and the expanded capacity will require no additional funds from Williamson County and provide capacity for future growth.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU with Hutto

MOU with Leander

MOU with Round Rock

MOU with Cedar Park

MOU between COG and WCRAS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 03:37 PM
Form Started By: Misty Valenta		Started On: 05/02/2024 03:27 PM
Final Approval Date: 05/02/2024		

RESOLUTION NO. R-2024-066

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GEORGETOWN AND THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER MEMBER GOVERNMENTS AND THE CITY OF HUTTO; AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND THE INTERLOCAL AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto is a member government of the Williamson County Regional Animal Shelter ("WCRAS"); and

WHEREAS, the City of Georgetown desires to enter into a partnership with other local governments to expand the WCRAS; and

WHEREAS, the City Council desires to approve the memorandum of understanding and a draft of the Amended and Restated Interlocal Agreement to incorporate the City of Georgetown into the WCRAS; and

WHEREAS, the City Council desires to authorize the Mayor to execute the memorandum of understanding ("MOU") and the Amended and Restated Interlocal Agreement ("Agreement"), attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: The Hutto City Council hereby approves and authorizes the Mayor to execute the MOU and the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 4th day of April 2024 on vote of 7 AYES; 0 NAYS; 0 ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

THE CITY OF HUTTO
INCORPORATED 1911

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GEORGETOWN AND THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER MEMBER GOVERNMENTS

This Memorandum of Understanding ("MOU") is made by the County of Williamson and the Cities of Cedar Park, Round Rock, Hutto, and Leander (collectively the "Member Governments") and the City of Georgetown ("Georgetown").

RECITALS

WHEREAS, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments and Georgetown; and

WHEREAS, Georgetown currently operates an animal shelter within Williamson County; and

WHEREAS, Georgetown's animal shelter performs animal sheltering and control functions substantially similar to the WCRAS (as defined below); and

WHEREAS, Georgetown's animal shelter is regularly at capacity and Georgetown's shelter and operations need to significantly expand in order to meet Georgetown's public need; and

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, each of the Member Governments require a regional animal control shelter with the capability of providing animal control services within the Williamson County, Texas, area on a regular basis; and

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the "Agreement"), the Member Governments jointly operate the William County Regional Animal Shelter ("WCRAS") for the purpose of providing the public need for animal sheltering and control services within Williamson County; and

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in Texas Health and Safety Code, Chapter 823; and

WHEREAS, the Agreement allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and

WHEREAS, on October 14, 2022, WCRAS voted to proceed with exploring a partnership with Georgetown and formed a working group; and

WHEREAS, on November 22, 2022, the Georgetown City Council directed City staff to continue to explore a partnership with WCRAS, in part, by funding a feasibility study looking at the expansion to the Williamson County-owned WCRAS facility; and

WHEREAS, on March 14, 2023, the Georgetown City Council approved an interlocal agreement with Williamson County, and on March 21, 2023 the Williamson County Commissioners Court approved the same agreement, for design services for WCRAS expansion project; and

WHEREAS, on March 28, 2023, the Williamson County Commissioners Court approved advertising and receiving sealed qualifications for an Architectural and Engineering firm to conduct a feasibility study for the WCRAS Expansion, under RFQ #23RFSQ61; and

WHEREAS, on July 10, 2023, the Williamson County Commissioners Court approved awarding 23RFSQ61, the Williamson County Regional Animal Shelter Expansion Feasibility Study to Quorum Architect, Inc. in an amount of $42,000; and

WHEREAS, the results of the feasibility study indicate that an expansion, inclusive of Georgetown, is feasible, provided Georgetown funds the constructions of at least 106 new dog kennels; and

WHEREAS, the Georgetown City Council was briefed on what a proposed expansion of the regional animal shelter on October 10, 2023 and the governing board for WCRAS was briefed on a possible expansion on October 27, 2023, and there is stated consensus to move forward with a partnership; and

WHEREAS, on November 7, 2023, the residents of the City of Georgetown approved a general obligation bond for the purpose of expanding animal sheltering services for the City of Georgetown; and

WHEREAS, Georgetown has proposed becoming a new party to the Agreement in exchange for the City abiding by all terms of the negotiated agreement attached as Exhibit A (the "Amendment"); and

WHEREAS, the Member Governments have considered and wish to execute the Amendment subject to any revisions required in conjunction with Georgetown's issuance of its general obligation bond to finance the WCRAS expansion; and

NOW THEREFORE, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein.

ARTICLE I.

The Member Governments and Georgetown agree to execute the Amendment to the Agreement attached once Georgetown receives confirmation it can use its general bond obligation funds to finance the WCRAS expansion. Any material changes to the Amendment must be ratified by each Member Government.

ARTICLE II.
LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this 4th day of April, 2024.

[Signatures on the following pages.]

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

Date: 4/4/24

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Date: 4/18/24

RESOLUTION NO. R-2024-079

WHEREAS, the County of Williamson and the Cities of Round Rock, Cedar Park, Hutto, and Leander (collectively the "Member Governments") require a regional animal control shelter with the capability of providing animal control services within the Williamson County, Texas, area on a regular basis; and

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended, the Member Governments jointly operate the Williamson County Regional Animal Shelter for the purpose of providing the public need for animal sheltering and control services within Williamson County; and

WHEREAS, the Member Governments wish to enter into a Memorandum of Understanding with the City of Georgetown to add it as a party to the Williamson County Regional Animal Shelter Interlocal Agreement, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Memorandum of Understanding Between the City of Georgetown and the Wiliamson County Regional Animal Shelter Member Governments, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of April, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Date: April 4, 2024

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GEORGETOWN
AND
THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER MEMBER GOVERNMENTS

This Memorandum of Understanding ("MOU") is made by the County of Williamson and the Cities of Cedar Park, Round Rock, Hutto, and Leander (collectively the "Member Governments") and the City of Georgetown ("Georgetown").

RECITALS

WHEREAS, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments and Georgetown; and

WHEREAS, Georgetown currently operates an animal shelter within Williamson County; and

WHEREAS, Georgetown's animal shelter performs animal sheltering and control functions substantially similar to the WCRAS (as defined below); and

WHEREAS, Georgetown's animal shelter is regularly at capacity and Georgetown's shelter and operations need to significantly expand in order to meet Georgetown's public need; and

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, each of the Member Governments require a regional animal control shelter with the capability of providing animal control services within the Williamson County, Texas, area on a regular basis; and

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the "Agreement"), the Member Governments jointly operate the Williamson County Regional Animal Shelter ("WCRAS") for the purpose of providing the public need for animal sheltering and control services within Williamson County; and

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in Texas Health and Safety Code, Chapter 823; and

WHEREAS, the Agreement allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and

WHEREAS, on October 14, 2022, WCRAS voted to proceed with exploring a partnership with Georgetown and formed a working group; and

WHEREAS, on November 22, 2022, the Georgetown City Council directed City staff to continue to explore a partnership with WCRAS, in part, by funding a feasibility study looking at the expansion to the Williamson County-owned WCRAS facility; and

WHEREAS, on March 14, 2023, the Georgetown City Council approved an interlocal agreement with Williamson County, and on March 21, 2023 the Williamson County Commissioners Court approved the same agreement, for design services for WCRAS expansion project; and

WHEREAS, on March 28, 2023, the Williamson County Commissioners Court approved advertising and receiving sealed qualifications for an Architectural and Engineering firm to conduct a feasibility study for the WCRAS Expansion, under RFQ #23RFSQ61; and

WHEREAS, on July 10, 2023, the Williamson County Commissioners Court approved awarding 23RFSQ61, the Williamson County Regional Animal Shelter Expansion Feasibility Study to Quorum Architect, Inc. in an amount of $42,000; and

WHEREAS, the results of the feasibility study indicate that an expansion, inclusive of Georgetown, is feasible, provided Georgetown funds the constructions of at least 106 new dog kennels; and

WHEREAS, the Georgetown City Council was briefed on what a proposed expansion of the regional animal shelter on October 10, 2023 and the governing board for WCRAS was briefed on a possible expansion on October 27, 2023, and there is stated consensus to move forward with a partnership; and

WHEREAS, on November 7, 2023, the residents of the City of Georgetown approved a general obligation bond for the purpose of expanding animal sheltering services for the City of Georgetown; and

WHEREAS, Georgetown has proposed becoming a new party to the Agreement in exchange for the City abiding by all terms of the negotiated agreement attached as Exhibit A (the "Amendment"); and

WHEREAS, the Member Governments have considered and wish to execute the Amendment subject to any revisions required in conjunction with Georgetown's issuance of its general obligation bond to finance the WCRAS expansion; and

NOW THEREFORE, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein.

ARTICLE I.

The Member Governments and Georgetown agree to execute the Amendment to the Agreement attached once Georgetown receives confirmation it can use its general bond obligation funds to finance the WCRAS expansion. Any material changes to the Amendment must be ratified by each Member Government.

ARTICLE II.
LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of _____, 2024.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell Jr., County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By:_____
Jim Penniman-Morin, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By:_____
Christine DeLisle, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

Date: March 12, 2024

EXHIBIT A

SECOND AMENDMENT AND RESTATEMENT
OF THE
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER AGREEMENT

THIS SECOND AMENDMENT AND RESTATEMENT ("Second Amendment") to expand the membership of the Regional Shelter is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK (collectively the "Member Governments"); and the CITY OF GEORGETOWN ("Georgetown"); all of which are political subdivisions of the State of Texas ("the Parties").

RECITALS

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, each of the Parties requires a regional animal shelter with the capability of providing animal sheltering services within the Williamson County, Texas, area on a regular basis; and,

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the "Agreement"), the Member Governments jointly operate the Williamson County Regional Animal Shelter ("WCRAS") for the purpose of providing the public need for animal sheltering within Williamson County; and,

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and,

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in the Texas Health and Safety Code, Chapter 823; and,

WHEREAS, the WCRAS Interlocal Agreement, as amended, allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and,

WHEREAS, the Parties, by this Second Amendment and Restatement desire to add Georgetown as a new party to the Agreement in exchange for Georgetown abiding by all terms of the Agreement; funding the cost of the WCRAS facility expansion; paying the Equity Buy-in Fee; and being responsible for its share of annual M&O expenses; and,

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NOW, THEREFORE, the Member Governments agree to accept Georgetown as a full member of WCRAS, and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I.
RECITALS

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

ARTICLE II.
MISSION OF THE REGIONAL ANIMAL SHELTER

The Mission of the Regional Shelter is to provide humane and cost-effective sheltering, reclaim, and adoption services for domestic animals that are ownerless or have been lost or abandoned.

ARTICLE III.
ORGANIZATION

1. BOARD REPRESENTATION: The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party, preferably a supervisor of the Police or other public safety department of the governmental agency responsible for dealing with animal control issues.

2. MEETINGS: The time and place of regular meetings of the Board shall be determined by the Board, but the Board shall meet not less than once every three months. The chairperson of the Board may also call a meeting whenever he/she deems it necessary. If the chairperson is unable or unwilling to call a meeting upon request of a representative of one of the Parties, a meeting may be called by any two Parties to this agreement. All meetings shall comply with Chapter 551 of the Texas Government Code, Texas Open Meetings Act.

3. QUORUM: A quorum shall exist for the purpose of conducting the business and affairs of the Board if a majority of the Board members are present at a scheduled meeting. The vote of the majority of a quorum is necessary for the Board to take any action. However, all members must be present for any votes pertaining to the budget, personnel, or amendments to this Agreement.

4. OFFICERS: The Board shall appoint a chairperson, a vice chairperson, and a secretary for a one-year term. Appointments of officers shall be held annually during the first week in October or as soon as possible thereafter.

5. SECRETARY: The secretary shall be responsible for keeping the minutes of all the meetings of the Board and all other official records. The secretary may be a non-member and non-voting.

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ARTICLE IV
BOARD DUTIES AND RESPONSIBILITIES

1. BOARD RESPONSIBILITY: The Board's primary responsibilities shall be the review, oversight, and operation of all aspects of WCRAS shared by all Parties to this Agreement. The Board shall also be responsible for setting goals and objectives, setting policies, and approving procedures for the WCRAS program that further the mission of WCRAS and that are humane, efficient, and cost-effective. The Board will provide general, broad direction to the Director of WCRAS, review the Director's performance, review progress on stated goals and objectives, and adopt procedures to improve the operations of WCRAS as necessary.

   The Board shall produce or cause to be produced a semi-annual (April and October) status report on WCRAS operations. The report will be made available to the Chief Executive Officer of each Party. The report will communicate the current goals and objectives of WCRAS, progress made regarding the stated goals/objectives, budget status, and pertinent operational performance data.

   The Board shall hear and use best efforts to remedy concerns from the Parties regarding operations, facilities, or financial activities. If concerns are not able to be remedied by the Board, the Parties agree that an Executive Committee with one (1) representative per Party may be convened to resolve the concern. If said Executive Committee is unable to resolve a concern satisfactorily to all Parties, any Party reserves the right to withdraw from this Agreement pursuant to the terms stated herein.

   The costs and expenses that are considered to be shared are those incurred for the benefit of all Parties to this Agreement and include, but are not limited to, the following:

   a. Utilities and maintenance of the WCRAS site;
   b. Maintenance and repairs of WCRAS equipment at the WCRAS site;
   c. Staffing expenses;
   d. All other day-to-day expenses of operating and maintaining the WCRAS;
   e. Insurance, including building, content, and personal liability; and,
   f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article VI, Section 2 of this Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.

2. BUDGET APPROVAL: The following matters involving the operation and costs associated with WCRAS are subject to recommendations from the Board and the annual approval from the governmental entities of each Party including all items related thereto:

   a. Operating procedures and policies;
   b. Annual budgets and expenditures, prepared in a line item format;

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c. Acquisition, possession, leasing, encumbrance, and disposal of personal and real property;
d. Facilities improvement and expansion; and
e. Acquisition of major shelter equipment, including computer hardware.

3. BUDGET: The fiscal year for WCRAS will begin on October 1st of each year. Prior to April 1st of each year, the Board shall submit a budget to the respective governmental entities for their approval. The budget must be approved by all Board members. If all Board members cannot approve the budget, then the Executive Committee (as described in Article III, Section 1 above) shall be convened to resolve budgetary concerns. The budget shall be adopted by the Board and forwarded to the respective governmental entities if 80% of the Executive Committee approves the proposed budget. If at least 80% of the representatives of the Executive Committee cannot agree on a proposed budget, then the previous year's budget shall be adopted by the Board and forwarded to the respective governmental entities for approval. Each annual· budget is subject to the approval of the governmental entity of each Party. If any Party declines to approve an annual budget, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated herein but will continue to participate in WCRAS activities and work to resolve the concerns in the interim and continue to comply with all terms and conditions provided herein. After adoption, the Budget may be amended as necessary upon approval of the Board and the governing body of each Party.

4. EXPENDITURES AND REIMBURSEMENT: No expenditures that exceed the annual budget shall be made unless and until said expenditures are approved by the Board as an amendment to the annual budget and approved by each Party. Any emergency expenditure that exceeds the annual approved budget shall be subject to being ratified by the governing body of each Party to this Agreement. No Party may receive reimbursement for an emergency expenditure attributable to said Party unless it receives approval from the governing body of every other Party to the Agreement.

5. BUDGET REVIEW: The Board shall receive a monthly budget status report, detailing revenues and expenditures and comparing them to the adopted budget line items. Upon approval of the Board, the monthly expenses will be apportioned among the Parties as determined herein.

6. PAYMENTS: Payments to Williamson County shall be made within thirty (30) days of receipt of the invoice.

7. ADMINISTRATION: The operation and maintenance of WCRAS facilities and equipment shall be conducted and/or administered by the Board.

8. SHELTER REVENUE: Except as further stated below, all revenues derived from or attributable to the operation of WCRAS will offset costs of operations to the benefit of the Parties.

ARTICLE V
COUNTY AND CITY OF GEORGETOWN RESPONSIBILITIES

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1. SITE ACQUISITION: The County shall be responsible for acquiring and owning the WCRAS and all costs associated with said acquisition.

2. CAPITAL FACILITIES AND EQUIPMENT COSTS: The County agrees to provide financing for WCRAS Capital Facilities and Equipment, except as described in section 6 herein. The costs of the Capital Facilities and Equipment, shall be amortized over the standardized life of said facilities and equipment and incrementally charged to the Parties as part of the monthly Maintenance and Operation Expenses referenced herein. Capital Facilities and Equipment are defined as any facilities or equipment that have a useful life of greater than one year and cost more than $10,000.

3. REGIONAL SHELTER AVAILABILITY TO PARTIES: The County agrees to make WCRAS available to each Party for the term of this Agreement and for the purposes provided herein, so long as that Party is in compliance with this Agreement.

4. SERVICES AND COSTS: The County agrees to provide all financial and support services for all WCRAS operations, including accounting services and insurance. Additionally, the County shall hire the Director of WCRAS and all WCRAS personnel and provide payroll services. However, all these WCRAS personnel costs will be shared by the Parties as provided herein.

5. ACQUISITION OF GOODS AND SERVICES: After Board approval, the County shall contract for all goods and services on behalf of WCRAS.

6. CITY OF GEORGETOWN FUNDED EXPANSION: Georgetown agrees to fund the WCRAS facility expansion financing with proceeds of voter-approved bonds (the "Georgetown Bonds") in an amount not to exceed $15,000,000.00. Any expenditures over and above $15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure. In compliance with the covenants of the Georgetown Bonds and state and federal law, the Parties hereby agree that (i) the WCRAS facility will provide Georgetown's animal sheltering and control services at least through the maturity date of the Georgetown Bonds, (ii) if there is an early termination of this Agreement not due to a default by Georgetown and Georgetown is unable to utilize the WCRAS facility expansion as contemplated in this Agreement the Parties will provide Georgetown with funds sufficient to defease or redeem the Georgetown Bonds, as applicable (except if termination is due to a force majeure event as defined below), (iii) the proceeds of the Georgetown Bonds may only be expended on the capital costs of the WCRAS facility expansion as approved by Georgetown, (iv) Williamson County, as the manager of the WCRAS facility, will comply with all federal tax law covenants required to maintain the tax-exempt status of the Georgetown Bonds; and (v) Georgetown will receive formal reports on the WCRAS facility operations, financial status, and the public benefits provided to Georgetown.

   The Parties acknowledge that proceeds of the Georgetown Bonds will be used to expand the WCRAS in exchange for the rights provided in this Agreement to Georgetown to utilize the WCRAS in furtherance of its public purpose of providing animal sheltering and control services for Georgetown. The parties agree that the fair market value of Georgetown's use of

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the WCRAS provided by this Agreement during the term hereof is at least reasonably equivalent to the total amount of proceeds of the Georgetown Bonds.

Notwithstanding anything in this Agreement to the contrary, in the event this Agreement is terminated through a default of a party other than Georgetown such that Georgetown is prevented from using the WCRAS in the manner otherwise provided by this Agreement while the Georgetown Bonds are outstanding, Georgetown shall be entitled to receive from such defaulting party or parties an amount sufficient to defease the Georgetown Bonds to their call date, or if the Georgetown Bonds are then callable, an amount sufficient to redeem the Georgetown Bonds on the soonest practical date thereafter.

Force Majeure pertains to the performance of any obligations hereunder if prevented, delayed or hindered by war, riots, insurrection, civil disorder, embargoes, strikes, concealed acts of workmen, casualty, accidents, acts of terror, pandemic/endemic in region as reported by the World Health Organization or the U.S. Center for Disease Control, government regulation, or any other occurrence beyond such party's control, which makes it illegal, impossible, or impractical to perform under this Agreement.

Georgetown has financed a portion of the WCRAS with the proceeds of the Georgetown Bonds issued on a tax-exempt basis. In connection with the issuance of the Georgetown Bonds, Georgetown has given covenants (the "Bond Covenants") to the owners of the Georgetown Bonds that the WCRAS will be used in a manner that assures that the Georgetown Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The parties agree not to use or permit the use of the WCRAS in a manner which they know or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Georgetown Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the parties are notified by Georgetown that the Georgetown Bonds have been selected for audit by the Internal Revenue Service, then the parties agree to provide to Georgetown such information in their possession with respect to the WCRAS in order that Georgetown may timely respond to any questions posed to it by the Internal Revenue Service.

The proceeds of the Georgetown Bonds must only be expended on capital costs of expanding the WCRAS on a reimbursement basis in an amount not to exceed $15,000,000.00. Any expenditures over and above $15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure.

For the avoidance of doubt, the term "Georgetown Bonds" as used in this Agreement shall also include any related refunding bonds to the extent such refunding bonds do not extend the maturity date of the bonds being refunded.

7. CITY OF GEORGETOWN TRANSITION OF SERVICES TO WCRAS:

Georgetown will be responsible for costs associated with transitioning operations to WCRAS, including software conversions, providing access to the current Georgetown animal shelter,

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and transitioning assets from the Georgetown shelter to the WCRAS shelter, including the memory bricks, Catio, and temporary kennel. And

WCRAS will take over animal sheltering operations for Georgetown sixty (60) days after the effective date of this Second Amendment.

In the intervening period between WCRAS taking over the Georgetown shelter operations and the completion of the new facility, WCRAS will have access and use of the current Georgetown Animal Shelter. The expanded facility is estimated to be completed no later than December 31, 2025.

ARTICLE VI
COST SHARING

1. COUNTY RESPONSIBILITY: The County shall participate in the sharing of Maintenance and Operation Expenses as described in 2, below.

2. PARTIES' RESPONSIBILITY: During the first year of operation of the Regional Shelter, all budgeted Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter shall be shared by the Parties based upon each Party's percentage share of the capital cost for the construction of the Regional Shelter. For all years following the first year of operation of the Regional Shelter, all budgeted M&O Expenses of the Regional Shelter shall be shared by the Parties based upon the ratio of the annual number of animals delivered to the Regional Shelter by each Party in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. The Parties shall pay for their respective M&O Expenses and all other financial obligations under this Agreement from current revenue funds.

3. LICENSE AND RECLAMATION FEE REIMBURSEMENT: Each Party shall receive a quarterly reimbursement for all license fees and animal reclamation fees paid by citizens residing within the boundaries of each Party's jurisdiction.

4. CAPITAL COST SHARING: Each Party listed below agrees to pay the below-listed sums as its respective share (the "Respective Share") of the $3,200,000 capital cost for the construction of the Regional Shelter (the "Capital Cost"). The County has agreed to issue Certificates of Obligation to pay for the Capital Cost. The County has further agreed to allow each Party to pay its respective share of the Capital Cost amortized over a 20 year period at 4.3311%, which is the term and interest rate for said Certificates of Obligation. Each city Party agrees that if it elects to withdraw from this Agreement pursuant to Article IX., below, then that city Party will, upon withdrawal, pay to the County a per diem, pro-rated amount of its Amortized Annual Payment while utilizing the Regional Shelter. After the city Party is no longer utilizing the Regional Shelter, said Party shall thereafter no longer be responsible for any further Amortized Annual Payments. The Amortized Annual Payment will be reduced proportionally if the County obtains an interest rate lower than 4.3311%.

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Party	Respective Share	Amortized Annual Payment
Cedar Park	$ 304,000	$ 22,748
Leander	$ 304,000	$ 22,748
Round Rock	$ 960,000	$ 71,835
Hutto	$ 32,000	$ 2,395
County	$1,600,000	$119,725
TOTAL	**$3,200,000**	**$239,451**

The County agrees that if the Total Capital Costs exceed $3.2 million, then the County will owe the balance. No city Party's Respective Share of the Capital Cost will exceed the sums shown above. When each Party's Respective Share of the Capital Cost is extinguished by the amortized payments, the Party's Capital Cost payments shall cease.

5. CITY OF GEORGETOWN EQUITY BUY-IN FEE: As a new member, starting on October 1, 2024, the City of Georgetown will contribute an Equity Buy-in Fee equal to an additional 50 percent of Georgetown's ratio of the annual number of animals delivered to the Regional Shelter by Georgetown in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. This equity buy-in fee will decrease by 5 percentage points annually until it reaches zero percent after 10 years.

Year	**M&O Expenses + Equity Buy-in Fee**
1	M&O + 50%
2	M&O + 45%
3	M&O + 40%
4	M&O + 35%
5	M&O + 30%
6	M&O + 25%
7	M&O + 20%
8	M&O + 15%
9	M&O + 10%
10	M&O + 5%

In the intervening time between the execution of this agreement and October 1, 2024, upon the Georgetown's inclusion in the Regional Shelter, the City's Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter will be pro-rated to fund Georgetown's portion of M&O and will be based upon a $500,000.00 M&O Expense and a $250,000.00 Equity Buy-in Fee.

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6. APPROPRIATIONS: Notwithstanding any provision contained herein, all respective financial obligations of the Parties contained herein are subject to and contingent upon appropriations by the respective governing bodies of the Parties of such funds or other revenues being available, received, and appropriated by their respective governing bodies of the Parties in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Parties. If at any time during the term of this Agreement, the governing body of a Party fails to provide funding for the financial obligations under this Agreement for the following fiscal year, such Party shall be terminated from this Agreement without further liability other than all M & O Expenses, as stated in Section 2 herein., and the pro-rated Amortized Annual Payment for the year of withdrawal as stated in Section 4 herein., while said Party is utilizing the WCRAS. A Party is utilizing the WCRAS while any animal delivered to the WCRAS by said Party remains under the care of the WCRAS. This termination provision is in addition to other termination provisions set forth in this Agreement.

ARTICLE VII
ACCOUNTING

1. BOOKS: Complete books and accounts shall be maintained by the County on behalf of the Board in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations. Financial activities of the WCRAS will be audited annually, using generally accepted auditing standards, by an independent Certified Public Accountant approved by the County in conjunction with the County's annual audit. The audit shall cover the financial activity of the WCRAS for the immediate previous fiscal year which runs from October 1 to September 30.

ARTICLE VIII
DURATION

1. The duration of this Interlocal Agreement shall be extended for an additional twenty (20) years beginning upon execution of the Second Amendment by all Parties.

2. After the expiration of the twenty (20) years after this Second Amendment, Agreement shall renew automatically annually, effective as of the first day of October of each year, under the same terms and conditions of this Agreement.

ARTICLE IX
TERMINATION

1. RIGHT TO WITHDRAW: Except as provided in V.5, any Party to this Agreement which is a city has the right to withdraw from this Agreement by providing written notice which must be received by the other Parties no less than ninety (90) days prior to the beginning of each fiscal year, after satisfying any liabilities of the withdrawing Party as stated herein. The County may

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not withdraw from this Agreement during its term unless all Parties agree to said withdrawal or all Parties are in material default, as stated below.

2. SEPARATE EQUIPMENT: The terminating Party may remove any and all of its own separate equipment unless the removal of the equipment will render the Regional Shelter inoperable. In such case, the Party may not remove the equipment but shall be reimbursed the fair market value of said equipment, as determined by an appraiser chosen by the Parties.

ARTICLE X
MISCELLANEOUS

1. SEVERABILITY: The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in · contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

3. CHOICE OF LAW: This Agreement shall be performable in Williamson County, Texas.

4. AMENDMENT: This Agreement may be amended by unanimous vote of the Board if said proposed Amendment is approved by the governing body of each Party. The Parties agree to review this Agreement every five (5) years.

5. ASSIGNMENT: Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all the Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

6. NO PERSONAL BENEFIT: No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person, or to assume any other duty other than that imposed by general law.

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7. NOTICE: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY
c/o COUNTY JUDGE
WILLIAMSON COUNTY
301 S.E. INNER LOOP
GEORGETOWN, TX 78626

CITY OF ROUND ROCK
c/o MAYOR CITY OF ROUND ROCK
221 EAST MAIN STREET
ROUND ROCK, TX 78664

CITY OF LEANDER
c/o MAYOR
CITY OF LEANDER
105 N. BRUSHY STREET
LEANDER, TX 78641

CITY OF HUTTO
c/o MAYOR
CITY OF HUTTO
401 W. FRONT STREET
HUTTO, TX 78634

CITY OF CEDAR PARK
c/o MAYOR
CITY OF CEDAR PARK
600 N. BELL BOULEVARD
CEDAR PARK, TX 78613

CITY OF GEORGETOWN
c/o MAYOR
CITY OF GEORGETOWN
808 MARTIN LUTHER KING JR ST
GEORGETOWN, TX 78626

8. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

9. ATTORNEY FEES: In any lawsuit concerning this Agreement, the prevailing Party/Parties shall be entitled to recover reasonable attorney's fees from the non-prevailing Party/Parties, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

10. GOVERNMENTAL IMMUNITY: The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

11. COMPLIANCE WITH APPLICABLE LAWS: The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations, and lawful orders of any public authority with jurisdiction. Specifically, nothing in this Agreement is intended to conflict with the City of Georgetown's zoning, franchise, or health and safety authority.

DRAFT

12. DEFAULT: The Parties agree that if any city Party fails to comply with any material terms of this Agreement, the Board shall provide to the defaulting city Party at least thirty (30) days prior written notice of the occurrence of said default and an opportunity to cure such default within such 30-day period. In the event the defaulting Party fails to cure the default, the Board may terminate said Party from this Agreement. After termination, the defaulting Party shall still be responsible for all M&O Expenses, as stated in Section VI.2., up to the date of termination, and its Respective Share of its Regional Shelter Capital Cost, as stated in Section VI.4. subject to Section VI.5.

Executed and effective this ____ day of _____, 2024.

[Signatures on the following pages.]

DRAFT

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell Jr., County Judge

Date: _____

DRAFT

CITY OF CEDAR PARK, TEXAS

By:_____
Jim Penniman-Morin, Mayor

Date: _____

DRAFT

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: _____

DRAFT

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

Date: _____

DRAFT

CITY OF LEANDER, TEXAS

By:_____
Christine DeLisle, Mayor

Date: _____

DRAFT

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

Date: _____

DRAFT

Commissioners Court - Regular Session **36.**

Meeting Date: 05/07/2024

Bickerstaff Heath Engagement - Williams Case

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent County Court at Law Judge, Hon. Brandy Hallford, and other County Defendants, as directed, in the matter of Williams v. Pernell, et al., No. 23-2582-C480 in the 480th Judicial District Court of Williamson County, Texas, or associated proceedings; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bickerstaff, Heath, Delgado, Acosta Engagement - Wilson Matter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 10:13 AM
Form Started By: Hal Hawes		Started On: 05/02/2024 09:59 AM
Final Approval Date: 05/02/2024		

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County Court at Law Judge, Hon. Brandy Hallford, and other the county Defendants if, and as, directed.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. If any invoice is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

By:_____

Bill Gravell, Jr.
[Printed name]

Title: County Judge

Date:_____

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____
Gunnar P. Seaquist

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of County Court at Law Judge, Hon. Brandy Hallford, and other County Defendants, as directed, in the matter of *Williams v. Pernell, et al*., No. 23-2582-C480 in the 480th Judicial District Court of Williamson County, Texas, or associated proceedings. Although the client is Judge Hallford and any other county employee(s) as directed, payment for the representation will be provided by Williamson County and the representation will be conducted in a manner consistent with Rule 1.06 (comment 12) and Rule 1.08(e) of the Texas Disciplinary Rules of Professional Conduct.

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	$385
Arnold, Philip	$385
Caputo, Cobby	$435
Gonzalez, Vanessa	$400
Heath, Bob	$510
Katz, Joshua	$385
Kimbrough, Chuck	$355
Maxwell, Susan	$400
Miller, Gregory	$385
Rogers, Emily	$400
Russell, Claudia	$395
Seaquist, Gunnar	$385
Than, Catherine	$400
Weller, Steven	$395
Kelley, Kimberly	$310
Labashosky, Sara	$320
Robinson, Lori	$335
Caroom, Doug	$470
Delgado, Hector	$455
Dugat, Bill	$405
Falk, Syd	$470
Pagan, Kevin	$420
Legal Assistants/Specialists	$210
McCall, Sherry	$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271

Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY: 

Gunnar P. Seaquist
May 2, 2024

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session **37.**

Meeting Date: 05/07/2024

Approval of Amendment and Extension Agreement for Armored Car Service from Garda CL Southwest, Inc. for Treasurer's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving amendment and extension agreement #2024159 between Williamson County and Garda CL Southwest, Inc. for Armored Car Services in the amount of $150,000.00, and authorizing the execution of the agreement.

Background

Garda CL Southwest, Inc. provides armored car services to twenty (20) Williamson County locations. The current contract, under RFP #1919, expired January 1, 2024. That contract was awarded December 12, 2019 under agenda item #22. This agreement extends RFP #1919 until January 1, 2025 with updated rates. RFP #22RFP111 was issued from June 7, 2022-July 28, 2022. No submissions were received. Because of no submissions, County policy allows a one-year contract with a vendor to be established based on a proposal provided to the county. After this year, this project will go out for solicitation again. Funding Source is 01.0100.0497.004300 as per FY24 budget. Point of contact is Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Garda CL Southwest, Inc Amendment and Extension

1295 Form Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 11:12 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:31 AM
Form Started By: Koren Shannon		Started On: 04/30/2024 09:02 AM
Final Approval Date: 05/02/2024		

AMENDMENT AND
EXTENSION AGREEMENT

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

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Vendor: Garda CL Southwest, Inc.

Vendor's Mailing Address:

2000 NW Corporate Blvd.
Boca Raton, FL 33431

Agreement Subject of this Amendment and Extension Agreement:

Armored Car Services Agreement dated January 2, 2020, by and between Vendor and County (the "Agreement").

Agreement to Extend Agreement:

Vendor and County hereby agree to extend the Agreement for an additional term of one (1) year commencing effective as of January 2, 2024, and ending on midnight of January 1, 2025 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

Amendment to Schedule A

County and Vendor hereby agree the monthly rates set forth in Schedule A of the Agreement shall be amended as set forth in **Attachment 1**, and that such monthly rates in **Attachment 1** shall supplant and replace the current rates and become effective as of the last party's execution below.

Extent of Amendment

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

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

VENDOR:

Garda CL Southwest, Inc.

By: _____

Printed Name: Jennifer Frankel

Representative
Capacity: SVP, Finance

Date: February 23, 2024

COUNTY:

Williamson County, Texas

By: _____

Representative
Capacity: As Presiding Officer of
Williamson County Commissioners Court

Date: _____ ____, 20____

Attachment 1

Site #	Site Name	Address	City	St	Service	Monthly Price	Frequency	Days of Service
714679	Williamson County Treasurer's Office	710 SOUTH MAIN STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION	583.38	5 per week	_MTWRF_
714680	Williamson County Tax Assessor Main	904 SOUTH MAIN STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	583.38	5 per week	_MTWRF_
714681	Williamson County Cedar Park Annex	350 DISCOVERY BOULEVARD	CEDAR PARK	TX	ARMORED TRANSPORTATION SERVICE	583.38	5 per week	_MTWRF_
714682	Williamson County Taylor Annex	412 VANCE STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	721.39	5 per week	_MTWRF_
714683	Williamson County Jester Annex	1801 EAST OLD SETTLERS BOULEVARD	ROUND ROCK	TX	ARMORED TRANSPORTATION SERVICE	583.38	5 per week	_MTWRF_
714684	Williamson County and Cities Health Dist	355 TEXAS AVENUE	ROUND ROCK	TX	ARMORED TRANSPORTATION SERVICE	381.48	3 per week	_M_W_F_
714685	Williamson Cnty Health Dist - Georgetown	115 WEST 6TH STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	381.48	3 per week	_M_W_F_
714686	Williamson County Justice Center	405 MARTIN LUTHER KING JR STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	583.38	5 per week	_MTWRF_
714687	Williamson County Sheriff's Office	508 SOUTH ROCK STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	381.48	3 per week	_M_W_F_
714688	Williamson Cnty Justice of the Peace #4	211W WEST 6TH STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	381.48	3 per week	_M_W_F_
714689	Williamson County Inner Loop Annex	301 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	381.48	3 per week	_M_W_F_
714691	Williamson Cnty WilcoWayAnnex/Purch Dep	100 WILCO WAY	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	583.38	5 per week	_MTWRF_
714693	Williamson County EMS	3189 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	275.69	2 per week	__T__F_
714694	Williamson Cnty Juvenile Facility Servic	1821 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	275.69	2 per week	__T__F_
714695	Williamson Cnty Maint Facility/Road Dist	3151 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	275.69	2 per week	__T__F_
714696	Williamson Cnty Regional Animal Shelter	1855 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	275.69	2 per week	__T__F_
714698	Williamson Cnty Southwest Regional Park	219 PERRY MAYFIELD	LEANDER	TX	ARMORED TRANSPORTATION SERVICE	275.69	2 per week	___W_F_
714699	Williamson Cnty Cntl TX Treatment Cntr.	601 NORTH ALLIGATOR STREET	GRANGER	TX	ARMORED TRANSPORTATION SERVICE	139.2	1 per week	___W___
714700	Williamson County Expo Center	210 CARLOS G PARKER	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	165.64	1 per week	___W___

Attachment 1

		BOULEVARD NW						
714701	Williamson County / Berry Springs Park	1801 COUNTY ROAD 152	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	165.64	1 per week	__W__
828590	Williamson County River Ranch City Park	194 REVEILLE WAY	LIBERTY HILL	TX	ARMORED TRANSPORTATION SERVICE	238.66	2 per week	_T_F_

Garda's standard 5% security surcharge and 10% insurance surcharge is applicable

Variable rates updated to the following:

Attribute	Allowance	Fee	
EXCESS LIABILITY ($000's) $	$100k	$0.60	Site 714679 - $1M
EXCESS ITEMS $	10	$2.50	Site 714679 - 30 items
EXCESS PREMISE TIME $	10	$4.75	
DED Armored Car Serv 2 HR MIN $	n/a	$195.00	
HOLIDAY SERVICE $	n/a	$85.00	
OFF DAY IN-ROUTE $	n/a	$50.00	Surcharge per unit rate

Custom Fuel Surcharge Index and Methodology

Our fuel surcharge calculation method is based on the 3 week rolling average of the U. S. Energy Information Administration (eia.doe.gov). The Department of Energy website is updated every Tuesday and the National average is the benchmark used.

Each month, the 3-week rolling average will be recalculated and the surcharge will be adjusted up or down based on the following matrix: For any 3-week U.S. National Average Diesel Fuel price over $8.00 add an additional 1% for every $0.25 per gallon increase.

Price per Gallon	Surcharge
Below- $2.50	0%
$2.501-$2.75	1%
$2.751-$3.00	2%
$3.001-$3.25	3%
$3.251-$3.50	4%
$3.501-$3.75	5%
$3.751-$4.00	6%
$4.001-$4.25	7%
$4.251-$4.50	8%
$4.501-$4.75	9%
$4.751-$5.00	10%
$5.001-$5.25	11%
$5.251-$5.50	12%
$5.501-$5.75	13%
$5.751-$6.00	14%

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1137215

Date Filed:
03/21/2024

Date Acknowledged:
04/29/2024

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

GardaWorld Cash
Boca Raton, FL United States

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

Williamson County

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

714621
Armored Courier 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. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1137215

Date Filed:
03/21/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GardaWorld Cash
Boca Raton, FL United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
714621
Armored Courier 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. [X]

6 UNSWORN DECLARATION

My name is Jeffrey Schiavino, and my date of birth is [redacted]

My address [redacted] Broward (country)

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

Executed in Palm Beach County, State of FL, on the 29 day of April (month), 2024 (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **38.**

Meeting Date: 05/07/2024

Award of RFP #23RFP93 Construction Manager at Risk (CMAR) for Justice Center Complex Improvements to JT Vaughn Construction, LLC, for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP93 Justice Complex Improvements to JT Vaughn Construction, LLC, in the amount of Three Thousand Five Hundred Dollars ($3,500.00) for Pre-Construction Phase services and Eight Hundred Twenty-Nine Thousand Five Hundred Forty-Eight Dollars ($829,548.00) for Construction Phase services based on the initial Pre-Construction phase and proposed Construction Budget and authorize the execution of the contract. The funding source is P476.

Background

Williamson County sent out over nine thousand four hundred (9,400) notifications with four (4) vendors submitting responses for a Construction Manager at Risk for Justice Center Complex Improvements. This Request For Proposals (RFP) was previously awarded on 09.26.23 with agenda item #60, but the contract was terminated in accordance with Section 12.1.1 of the Construction Manager at Risk Contract by the Commissioners' Court on 01.23.24 with agenda item #45. Due to the time-lapse, the updated proposals were re-evaluated and negotiated, the evaluation committee is recommending award to JT Vaughn Construction, LLC. The point of contact is Tommy Crockett and the funding source is P476.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CMAR Contract with J.T. Vaughn Construction, LLC

Recommendation Letter

Form 1295 J.T. Vaughn Construction, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/01/2024 04:57 PM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:12 AM
Form Started By: Johnny Grimaldo		Started On: 04/29/2024 01:09 PM
Final Approval Date: 05/02/2024		

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

PROJECT: **Justice Complex Improvements** ("Project")

CONSTRUCTION MANAGER AT-RISK: **J.T. Vaughn Construction, LLC.** ("CMAR")
Doug Boram, Senior Project Manager
6604 N. Lamar
Austin, TX 78752

ARCHITECT & ENGINEER: **Johnston, LLC.** ("A/E")
J. Alan Johnston, Jr., P.E., President
2603 Augusta, Suite 1500
Houston, TX 77057

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

ARTICLE 1
SCOPE OF WORK

County desires to retain a CMAR for the Justice Complex Improvements consisting of **various improvements to Williamson County Jail and Justice Center** (hereinafter called the "Project"). CMAR 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. Upon County's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 8.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 8.2**.

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, CMAR shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "CMAR" 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.
CMAR accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise CMAR's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish, at all times, an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 General Conditions.

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean CMAR.

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. CMAR shall achieve Substantial Completion of the Work within **Three Hundred Sixty-Five (365) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, CMAR 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.
CMAR acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon CMAR's achieving Substantial Completion of the Work within the Contract Time. CMAR further acknowledges and agrees that if CMAR fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, CMAR shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and CMAR agree as set forth below:

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

3.2.3
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 CMAR all of County's actual damages in connection with

the failure by CMAR to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
CMAR COMPENSATION

4.1 Compensation for Preconstruction Phase Services.

4.1.1
County shall pay CMAR the lump sum amount of **Three Thousand Five Hundred Dollars ($3,500.00)** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase:	**N/A** of Preconstruction Services Fee
Construction Document Review:	**40%** of Preconstruction Services Fee
GMP Proposal Provided:	**40%** of Preconstruction Services Fee
Final Comments and GMP Acceptance:	**20%** of Preconstruction Services Fee

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

4.2 Compensation for Construction Phase Services.
For CMAR's performance of the Work as described in **Section 8.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in **Paragraph 5.1.1** plus CMAR's Fee.

4.2.1 CMAR's Fee:
CMAR's Fee shall be a fixed sum of **Eight Hundred Twenty-Nine Thousand Five Hundred Forty-Eight Dollars ($829,548.00)**, based on the Construction Documents and the initial proposed Project Budget set forth in the Request for Proposals (RFP). The CMAR's fee stated as a fixed sum shall include the following:

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

.2 CMAR overhead and profit.

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

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

.5 Temporary Utilities.

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

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

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

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

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

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

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

.1 CMAR Fee for Change in Contract Work.
CMAR's Fee adjustment shall be equal to **Seven and Five Percent (7.5%)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

.2 CMAR Fee for Change in Contract Time.
CMAR's Fee adjustment shall be equal to **One Thousand Seven Hundred Twenty-Two Dollars ($1,722.00)** per day to cover the Cost of extended General Conditions that is incurred or paid by CMAR during performance of the Work.

.3 CMAR Fee for Change in Project Budget.
CMAR's Fee, as stated **Paragraph 4.2.1**, is in the form of a fixed fee and such fixed fee was established based on the Construction Documents and the County's initial proposed Project Budget set forth in the Request for Proposal (RFP). In the event County increases the Project Budget following execution of this Contract, CMAR's Fee adjustment shall be equal to **Twenty-Nine and Ninety Eight Percent (28.98%)** of the Cost of the Work directly attributable to any such change that is

incurred or paid by CMAR during performance of the Work due to such increase of the Project Budget.

4.2.3
A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed **ten percent (10%).**

4.3 Guaranteed Maximum Price.

4.3.1
CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 4.4**, and (2) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of County. Except for CMAR's Fee stated above, CMAR shall not be entitled to any compensation from the Savings, unused Owner’s Contingency, or otherwise.

4.3.2
The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

4.3.3
Although the Contract Sum is based upon the Cost of the Work plus the CMAR’s Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of completion according to a Schedule of Values provided in **Article 7**.

4.4 Changes in the Work.

4.4.1
County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in **UGC 7.4**. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

4.4.2
Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in **UGC 7.3.3**.

4.4.3
In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in **UGC 7.3.3.3**

and the term "costs" as used in **UGC 7.3.7** shall have the meanings assigned to them in the **UGCs** and shall not be modified by **Sections 4.2 through 4.3** and **Sections 5.1 through 5.5**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

4.4.4
In calculating adjustments to the GMP, the terms “cost” and “costs” as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 5.1 through 5.5** and the term “fee” shall mean the CMAR’s Fee as defined in **Section 4.2**.

ARTICLE 5
COST OF THE WORK FOR CONSTRUCTION PHASE

5.1 Costs to be Reimbursed.

5.1.1
The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 5.1 through 5.5**.

5.1.2
IT IS THE LEGAL DUTY OF COUNTY’S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST COUNTY BEFORE SUCH CLAIM, BILL, OR ACCOUNT MAY BE SUBMITTED TO COUNTY’S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO COUNTY’S PRIOR APPROVAL, CMAR SHALL FIRST OBTAIN THIS APPROVAL FROM COUNTY’S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH COSTS PRIOR TO EXECUTING GMP AMENDMENT.

5.2 Labor and Subcontract Costs.

5.2.1
Wages of construction workers directly employed by the CMAR to perform the construction of the Work at the site

5.2.2
Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractees of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Contract and shall not be awarded on the basis of cost plus fee without County's written consent.

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

5.3.1
Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated or to be incorporated in the completed construction.

5.3.2
Costs of materials, described in the preceding **Paragraph 5.3.1**, in excess of those actually installed to all for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

5.4 Costs of Other Materials and Related Items.

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

5.5 Miscellaneous Costs.

5.5.1
Self-insurance for amounts of the coverages required by the Contract Documents, with County's prior approval.

5.5.2
Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the costs of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgements against CMAR resulting from such suits or claims and payments; and payments of settlements made with County's consent. However, such costs of legal defenses, judgements, and settlements shall not be included in the calculation of CMAR's Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence in **UGC 3.17** or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

5.5.3
Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents.

5.6 Other Costs and Emergencies.

5.6.1
Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

5.6.2
Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an

emergency affecting the safety of persons and property, as provided in **UGC 10.4**.

5.6.3
Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

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

5.7.1
Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office, except as may be provided in **Section 12.1**;

5.7.2
Expenses of CMAR's principal office and offices other than the site office;

5.7.3
Overhead and general expenses, except as may be expressly included in **Sections 5.1 through 5.5**;

5.7.4
CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

5.7.5
Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

5.7.6
Any cost not specifically and expressly described in **Sections 5.1 through 5.5**;

5.7.7
Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded;

5.7.8
Costs for services incurred during the Preconstruction Phase;

5.7.9
Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which CMAR acknowledges prior receipt of said policy; and

5.7.10
Any expenses or costs that are included as a part of the CMAR's Fee, as defined under **Paragraph 6.2.1**.

5.8 Discounts, Rebates, and Refunds

5.8.1
Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

5.8.2
Amounts that accrue to County in accordance with the provisions of **Paragraph 5.6.1** shall be credited to County as a deduction from the Cost of the Work.

5.9 Related Party Transactions.

5.9.1
For purposes of **this Section**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

5.9.2
If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Subparagraphs 8.3.2.1 through 8.3.2.3**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of **Subparagraphs 8.3.2.1 through 8.3.2.3**.

5.10 Accounting Records.
CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals,

purchase orders, vouchers, memoranda and other data relating to this Contract. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

ARTICLE 6
PAYMENTS FOR CONSTRUCTION PHASE SERVICES

6.1 Progress Payments.

6.1.1
Based upon Applications for Payment submitted to A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

6.1.2
The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

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

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

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

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

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

6.1.4
With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by

CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

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

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

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

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

.5 Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

6.1.5
Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

6.1.6
Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage

of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

6.1.7
Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in **UGC 7.3.9**;

.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing;

.3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 7.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;

.5 Subtract the aggregate of previous payments made by County;

.6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 6.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and

.7 Subtract amounts, if any, for which County or A/E has withheld or nullified a Certificate for Payment as provided in **UGC 9.5**.

6.1.8
Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

6.1.9
Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

6.1.10
In taking action on CMAR's Applications for Payment, A/E and County shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or

approval of CMAR's Applications for Payment by County or A/E shall not constitute a representation that either County or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

6.2 Final Payment.

6.2.1
Final payment shall be made by County to CMAR when

.1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in **UGC 12.2.2**, and to satisfy other requirements, if any, which extend beyond final payment;

.2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by A/E; and

.4 the requirements of **UGC 9.10** have been satisfied.

6.2.2
County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

6.2.3
County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 6.2.1** have been met, A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of A/E's reasons for withholding a certificate as provided in **UGC 9.5.1**. The time periods stated in **this Section** supersede those stated in **UGC 9.4.1**. A/E is not responsible for verifying the accuracy of CMAR's final accounting.

6.2.4
If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to **UGC 15.2**. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of A/E's final Certificate for Payment. Failure to request mediation within this **thirty (30)-business day** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final

resolution of the disputed amount, County shall pay CMAR the amount certified in A/E's final Certificate for Payment.

ARTICLE 7
CMAR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 7.1 through 7.2**. CMAR's Construction Phase responsibilities are set forth in **Section 7.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

7.1 Preconstruction Phase.

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

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

7.1.3 Preliminary Project Schedule.

.1 When Project requirements described in **Paragraph 8.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, County's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and County in writing.

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

.3 When Project requirements described in **Paragraph 8.1.4** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for A/E's review and County's acceptance. CMAR shall obtain A/E's approval for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

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

7.1.5 Preliminary Cost Estimates.

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

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

7.1.6 Subcontractors and Suppliers.
CMAR shall develop bidders' interest in the Project.

7.1.7
CMAR shall prepare, for A/E's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

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

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

7.1.10 Preconstruction Phase Compensation.
CMAR shall be paid for preconstruction services, as described in **Section 4.1,** prior to moving to GMP.

7.2 Guaranteed Maximum Price Proposal and Contract Time.

7.2.1
At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work, CMAR's Fee, and Owner's Contingency.

7.2.2
To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

7.2.3
CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

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

.2 A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 7.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications;

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

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

7.2.4
In preparing the GMP proposal, CMAR shall include an Owner's Contingency to cover costs considered to be reimbursable as Cost of Work but not included in Change Orders.

7.2.5
CMAR shall meet with A/E and County to review the GMP proposal. In the event that A/E and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

7.2.6
If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

7.2.7
CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written authorization for such costs.

7.2.8
County shall authorize A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify A/E and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

7.3 Construction Phase.

7.3.1 General.

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

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

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

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

7.3.2. Administration.

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

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

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

.4 If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 5.9**, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 5.9.2**.

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

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

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

.8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E and County and shall provide this information in its monthly reports to A/E and County, in accordance with **Subparagraph 4.3.2.7**.

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

7.5
Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

7.6
Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

7.7
Prior to final payment, CMAR shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

7.8
CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County.

County's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

7.8.1 Preconstruction Phase.
Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

7.8.2 Construction Phase.
In addition to the coverages required during the Preconstruction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

7.8.3
Prior to commencing any construction work, CMAR shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

7.8.4
CMAR shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

7.9
CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from CMAR.

7.10
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 CMAR.

7.11
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by CMAR failing to purchase and maintain the insurance required by this Contract shall be paid by CMAR.

7.12
The cost of premiums for any additional insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 Information and Services Required of County.

8.1.1
County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

8.1.2
County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

8.1.3
County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys. or other special consultants to develop such additional information as may be necessary for the design or construction of the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

8.1.4
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

8.2 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.

8.3 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 CMAR. The term "Owner" means County or County's Designated Representative.

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

ARTICLE 9
PROJECT TEAM

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

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

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

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

J.T. Vaughn Construction, LLC.
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752

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

Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

CMAR's designated project execution and leadership team is as follows:

Project Manager: **Doug Boram, Senior Project Manager**
Project Superintendent: **Jason Luce, Superintendent**

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 10
NOTICE

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

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

With copy to: Williamson County 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

CMAR: J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

Attention: Danny Thompson
Chief Executive Officer

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

ARTICLE 11
DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

11.1 Dispute Resolution.

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

11.2 Suspension.

The Work may be suspended by County as provided in **UGC 14.3**. In such case, the GMP and Contract Time shall be increased as provided in **UGC 14.3.2**, except that the term "profit" shall be understood to mean CMAR's Fee as described in **Section 4.2**.

11.3 Termination Prior to Establishing Guaranteed Maximum Price.

11.3.1

Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7) calendar days** written notice to County, for the reasons set forth in the UGCs.

11.3.2

In the event of termination of this Contract pursuant to **Paragraph 11.3.1**, CMAR shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in **Paragraph 6.2.1**. In no event shall CMAR's compensation under **this Article** exceed the compensation set forth in **Section 6.2.**

11.3.3

If County terminates this Contract pursuant to **Paragraph 11.3.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 11.3.2**:

.1 Take the Cost of the Work incurred by CMAR to the date of termination;

.2 Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 6.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by County for Construction Phase services.

11.3.4

County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is

not otherwise included in the Cost of the Work under **Subparagraph 11.3.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in **this Section**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

11.3.5
If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

11.4 Termination Subsequent to Establishing Guaranteed Maximum Price.
Following execution of the GMP Amendment and subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

11.4.1
If County terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR pursuant to **UGCs 14.2 and 14.4** shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraphs 11.2.2 through 12.2.3**.

11.4.2
If CMAR terminates this Contract after execution of the GMP Amendment, the amount payable to CMAR under **UGC 14.1.3** shall not exceed the amount CMAR would otherwise have received under **Paragraphs 11.3.2 through 11.3.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

ARTICLE 12
MISCELLANEOUS PROVISIONS

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

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

12.3 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.

12.4 Assignment.
County and CMAR, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. CMAR shall not assign this Contract without the written consent of County. If CMAR attempts to make an assignment without County's consent, CMAR shall nevertheless remain legally responsible for all obligations under this Contract.

12.5 Other Provisions.

12.5.1
CMAR represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 13
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

13.1
This Contract represents the entire and integrated agreement between County and CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

13.2
The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Drawings, Plans, and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Guaranteed Maximum Price Proposal, if executed by County; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

13.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and CMAR;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Guaranteed Maximum Price Proposal, if executed by County; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 14
SIGNATORY WARRANTY

The undersigned signatory for CMAR hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS

CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

CMAR:
J.T. Vaughn Construction, LLC.

By: _____
Signature

Danny Thompson, CEO
Printed Name

Title

Date Signed: 05 April 2024

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

Drawings, Plans and Specifications will be provided directly to J.T. Vaughn Construction:

CJC Security – CD Project Manual_2023.04.10
CJC Security – 100% Plans_2023.03.03
SO Gym Reno – Plans_2023_04.28
SO Gym Reno – Specs_2023.04.28

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

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

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

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

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

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

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

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

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

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

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

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

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

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

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

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

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

EXHIBIT E

GUARANTEED MAXIMUM PRICE PROPOSAL

J.T. Vaughn Construction, LLC ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated **April 9, 2024** ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **Justice Complex Improvements**, ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

Cost of the Work.
A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

Dollars ($)

CMAR's Fee.
A fixed sum fee for CMAR's Fee pursuant to the Contract:

Dollars ($)

Total GMP.
The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

Dollars ($)

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.
The date for achieving Substantial Completion of the Project shall be **( ) calendar days** from the Notice to Proceed with Construction**.**

Withdrawal of GMP Proposal.
This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

Liquidated Damages.
CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty Dollars ($750) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

Owner's Contingency.
A not-to-exceed amount for the Owner's Contingency stated herein for reference:

Dollars ($)

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CMAR:
J.T. Vaughn Construction, LLC

By:_____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

GUIDELINES FOR GMP PROPOSAL PREPARATION

CONTRACT REQUIREMENTS:

Provisions of the GMP are defined in **Section 4.3** of the Contract and other related requirements are included throughout the Contract. In the event of irreconcilable conflict between the GMP Proposal and the Contract, the interpretation that provides for the higher quality of material and/or workmanship, in County's sole opinion, shall prevail.

The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Contract. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by County. In general, proposed revisions or modifications to the language, terms or conditions of the Contract will not be accepted.

PRE-SUBMITTAL REQUIREMENTS:

Scope Definition: Prior to GMP submittal, CMAR shall thoroughly review the GMP construction document package with County to determine if the Scope is sufficiently defined and identify those areas requiring additional scope definition. As a minimum, the following shall be defined:

1. Program
2. Building size
3. Site limits and access
4. Utility systems (existing and new)
5. Complete building systems descriptions
6. Materials outline by division
7. MEP systems descriptions including materials
8. MEP system options.

Estimated Construction Cost: Cost estimates shall be updated concurrently with the construction document development.

Schedule: The anticipated Notice to Proceed with Construction and Substantial Completion dates for Construction shall be coordinated and approved by County.

Value Engineering (VE): Proposed value engineering items included in the GMP shall be updated from previously submitted value engineering and shall reflect the "final acceptance" of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by County prior to GMP submittal.

Pre-submittal Conference: The CMAR shall schedule a conference with the Project Manager no later than **one (1) week** prior to submitting the GMP to County. Issues regarding the required materials to be included in the GMP shall be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. The CMAR shall obtain a copy of the "Standard Schedule of Values Format" from County.

CONSOLIDATION OF REVIEW COMMENTS:

County, A/E, and Project Manager shall provide review comments. The CMAR shall consolidate all responses to those groups into TAB 8 of the document. Each County comment shall have a corresponding answer directly below the original comment. A reply to each County comment is required even if only a clarification is required. Each reply shall state where in the GMP Proposal the corresponding information may be located.

GENERAL REQUIREMENTS:

The GMP Proposal shall be submitted at the phase specified by County. The GMP Proposal shall be submitted in the format described below. Proposals substantially deviating from the organization's format will be returned to the CMAR for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the CMAR and may not extend the construction duration or substantial completion date.

GMP PROPOSAL PACKAGE:

The GMP Proposal shall be a PDF document entitled "Guaranteed Maximum Price Proposal". Below it the following items shall be shown:

Submittal number (i.e. Submittal #1)
Date of Submittal
Project Name
Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab shall be numbered.

The proposal shall be organized in the order described below:

TABLE OF CONTENTS

List all the following items. Provide a brief summary of the major components within each Tab.

TAB 1 - Guaranteed Maximum Price Proposal

- Refer to the GMP Proposal document herein above. Type in the cost amounts and sign, date and seal the form.
- In addition to the PDF document, provide two (1) loose original executed copies. (Do not bind into spiral notebooks.)
- Do not alter any language from the original document without prior approval from County.
- Do not electronically alter the document.
- Each line item cost must exactly match the corresponding cost summary shown on the **TAB 6** GMP Proposal Cost Breakdown.
- Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the corporation, for any individual signing the GMP, who is not the President or CEO of the firm.

TAB 2 - Executive Project Summary

- State any amended services or scope changes included in the Proposal.
- Provide a brief project summary defining the scope of work associated with the construction phase of work included in this GMP Proposal.
- Include the description of building type, size, character and general materials.
- Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e. right-of-way issues)
- State the anticipated Notice to Proceed with Construction date and Substantial Completion date.

TAB 3 - Project Team

- List the various teams and the team members, in graphic and written form, for including names, titles, job responsibilities, and contact information.
- Identify all consultants.

TAB 4 - List of Documents

- Drawings Index – provide detailed listing of each sheet number, sheet title, original date of drawing, revised date of drawing
- Specification Index:
- Provide a detailed listing of each specification section required by County as identified in the Contract.
- Provide a detailed listing of all other spec sections describing the project.
- Specifications shall be organized by CSI Division format. State the name, original date of issue, and a column for revision date.

TAB 5 - Qualifications and Value Engineering

- Qualifications – A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.
- Exclusions – A summary of exclusions organized by drawing sheet number or by specification section.
- Substitutions – A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
- Value Engineering Recommendations - List all items proposed to date and for each item identify if the item is accepted by County and included in the GMP. State the date of acceptance. In addition, identify those VE items not currently accepted. State if the price is good for a limited time period.

TAB 6 - GMP Proposal Cost Breakdown

- Provide an Estimated Construction Cost breakdown on the Standard Schedule of Values Format for Cost of the Work based on anticipated subcontracts, organized by CSI Division format, Cost of the Work and CMAR's Fee.
- The CMAR shall provide a detailed initial Total Project Construction Cost Estimate using standard estimating industry practices, utilizing the CSI Division format, with any additional cost breakdown as required by the Project Manager.

TAB 7 - Master Project Schedule (Summary Level)

- The Summary Level schedule shall be submitted electronically with the GMP Proposal.
- Summary Schedule Requirements
- The schedule shall comply with the requirements of and shall form the basis for the "Detail" schedule, which shall be submitted within sixty (60) calendar days following Notice to Proceed with Construction for Construction Services.
- The schedule shall be a computer-generated CPM schedule.
- The schedule shall be presented in "bar chart" form and contain detailed activities for all events and milestones included in Preconstruction (Part I) Services
- The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first ninety (90) calendar days following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first ninety (90) calendar days) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.

Pricing Sheet

Respondent must utilize this Pricing Sheet. Any reworked version of this sheet, provided by Respondent as a substitute, may be deemed non-responsive, and may, at the County's sole discretion, result in Respondent's disqualification.

County Construction Budget

Three Million, Six Hundred Thousand Dollars ($ 3,600,000)

County has established a preliminary construction budget that shall include: 1) Respondent's proposed Preconstruction Phase Fee, 2) Cost of Work, and 3) Respondent's proposed Construction Phase Fee but excludes an Owner's Contingency budget.

County Construction Duration

County is targeting a construction period of **(12) months** from Notice to Proceed (NTP) to substantial completion.

CMAR Preconstruction Fee

Three Thousand Five Hundred **Dollars** ($ $3,500.00)

Respondent shall be paid a lump sum Preconstruction Phase services fee prior to moving to the Guaranteed Maximum Price (GMP) Proposal.

CMAR Construction Fee

Eight Hundred Twenty-Nine Thousand Five Hundred Forty-Eight **Dollars** ($ $829,548.00)

Respondent's proposed Construction Phase Fee (expressed as a lump sum) based on the Construction Budget and Duration established above. This fee shall be added to the Cost of Work as total compensation to CMAR.

CMAR Construction Fee Percentage (29.98 %)

Respondent's proposed Construction Phase Fee (expressed as a percentage) based on the Construction Budget and Duration established above. This percentage shall be multiplied by, then added to, Cost of Work as total compensation to CMAR.

This percentage shall also be multiplied by, then added to, Cost of Work for Change Orders extending Contract Time.

CMAR Construction Fee Percentage (no change to Contract Time) (7.5 %)

Respondent's proposed Construction Phase Fee (expressed as a percentage) that excludes costs of general conditions. This percentage shall be multiplied by, then added to, Cost of Work for Change Orders not affecting Contract Time.

Having carefully examined the requirements of this RFP, the Contract for Construction Manager At-Risk, the Contract Documents, and any attachments, Respondent shall identify a Proposed Construction Manager's Fee to furnish Construction Manager At-Risk services as required for this Project. This fee shall be the total cost of services provided by the Respondent and shall include the following:

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

2. CMAR's overhead and profit;

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

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

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

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

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

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

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

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

Reimbursable Expenses

Williamson County's Vendor Reimbursement Policy (attached) outlines items that will not be reimbursed under the Pre-Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost.

The following items will also not be reimbursable under the Pre-Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost:

- Groundbreaking expenses
- Ribbon cutting expenses
- Field office set up
- Drinking water
- Field office supplies
- Field office cleaning
- Field office fire safety and first aid equipment supplies
- Field office window cleaning

February 7, 2024

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 23RFP93
Justice Complex Improvements – P476
Recommendation of Contract Award

After independently and collectively reviewing qualification submissions and conducting interviews with the lead candidates, the evaluation committee found **J.T. Vaughn Construction, LLC** to be the best-suited candidate to construct security enhancements in and around the Williamson County Justice Center and Jail due to the following qualities exemplified in their interview:

1. Vaughn presented a detailed proposed project schedule to the interview committee that closely aligned with real-world construction market and facility operational expectations.
2. Vaughn described their building systems expertise in both the Jail and Justice Center based on previous work in both facilities.
3. Vaughn described their understanding of security and departmental coordination in both the Jail and Justice Center based on previous work in both facilities.

It is the recommendation of the evaluation committee to award the **Justice Complex Improvements** project to **J.T. Vaughn Construction, LLC.**

The Wilco Facilities Department recommends that the Williamson County Commissioners Court award the Contract to **J.T. Vaughn Construction, LLC** based on the committee's evaluation.

Sincerely,

Trenton H. Jacobs, AIA
County Architect, Facilities Department

WILLIAMSON COUNTY, TX
(512) 943-1193 Cell (512)-966-9472
Trenton.Jacobs@wilco.org www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1145547

Date Filed:
04/11/2024

Date Acknowledged:

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

J. T. Vaughn Construction, LLC
Houston, TX United States

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

Williamson County, Texas

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

P476
Construction Manager At-Risk for the Justice Complex Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Danny Thompson, and my date of birth is [redacted].

My address is [redacted] (street), Houston (city), TX (state), 77042 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 11th day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1145547

Date Filed:
04/11/2024

Date Acknowledged:
04/15/2024

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

J. T. Vaughn Construction, LLC
Houston, TX United States

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

Williamson County, Texas

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

P476
Construction Manager At-Risk for the Justice Complex Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, 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 **39.**

Meeting Date: 05/07/2024

Approval of Contract for Construction with Falkenberg Construction Co., Inc., for the Inner Loop Annex IT-Risk New Offices for Facilities Management.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Construction #2024192, between Williamson County and Falkenberg Construction Co., Inc, for the Inner Loop Annex IT-Risk New Offices for Facilities Management, in the amount of $184,999.55, pursuant to Cooperative Contract – Buyboard – Contract Number #728-24 and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and Falkenberg Construction Co., Inc, relates to the Inner Loop Annex IT-Risk New Offices, located at 301 SE Inner Loop, Georgetown, TX 78626. Detailed Scope of Work is attached. Funding Source is 01.0100.1043.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - Falkenberg Construction Co., Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 04:48 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:32 AM
Form Started By: Stacian Williams		Started On: 04/30/2024 04:01 PM
Final Approval Date: 05/02/2024		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Buyboard – Contract Number 728-24)

PROJECT: **Inner Loop Annex IT-Risk New Offices** ("Project")

GENERAL CONTRACTOR: **Falkenberg Construction Co., Inc.** ("GC")
Kady Williams, Project Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

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 **Inner Loop Annex IT-Risk New Offices** (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 **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
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 **One Hundred Eighty-Four Thousand Nine Hundred Ninety-Nine and 55/100 Dollars ($ 184,999.55)**.

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 **Eighteen Thousand Four Hundred Ninety-Nine Dollars ($18,499.)** 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 polices. 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 Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

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

Falkenberg Construction Co., Inc.
Kady Williams, Project Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

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

Amendments on behalf of GC.

GC's designated project execution team is as follows:

Project Manager: **Kady Williams**
Project Superintendent: **Kady Williams**

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 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: Falkenberg Construction Co., Inc.
250 Cheatham St., Suite 2
San Marcos, TX 78666

Attention: Kady Williams
Project Manager

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 **UGCs 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 # **Buy Board 728-24**; 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 # **Buy Board #728-24**; 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:
Falkenberg Construction Co., Inc.

By: _____
Signature

John E. Castro
Printed Name

President
Title

Date Signed: 4/30/2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Scope of Work:

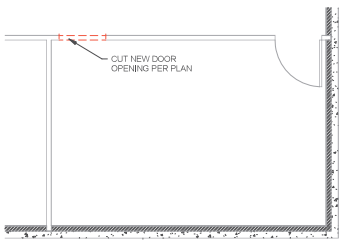
Division 08 (Openings) & Div 9 (Finishes)
Cover & protect existing finishes
Furnish labor, material, and equipment for the Inner Loop Annex - IT Dept Reno project for the sum as follows:

- Patch drywall, tape & float at AV box
- Repaint walls at Offices 226 & 2776 B
- Provide & install Workplace Solutions modular walls, frames, doors, accessories, and hardward
- Workplace Solutions invoice dated 4/22/24 approved by WILCO via email 4/23/24
- Patch prime & paint walls at electrical outlets where new modular wall systems will be installed at offices 300A, 300B & 300C
- Rough in a new opening to receive a 3-0 x 7-0 timely frame color to match existing at room 707
- Rework ceiling grid as needed to accommodate relocation of fixtures
- Patch base at new door opening
- Patch carpet a new door opening
- Install new wood door
- Stain wood door to match existing
- Repaint room 707 both sides of corridor wall
- Division 23 (HVAC)
- Relocate (2) existing supply diffusers for West side of office
- Furnish & install (1) new supply run with manual damper and diffuser from existing supply run for West side of office.
- Furnish & install (1) new main supply branch duct from main supply duct to serve middle space of room.
- Relocate (1) existing supply diffuser.
- Extend existing supply duct and add new supply diffuser with manual damper.
- Remove flex duct on existing diffuser & connect it to new extended ductwork.
- Furnish & install (2) return air transfer grilles.
- Division 26 (Electrical)
- Relocating “Existing” Receptacles/Data outlets that interfere with the new demountable walls
- Separate Existing” lighting controls to achieve individual light switch controls for offices 300A,300B,300C,300D,300E, & 300F using the “Existing” lighting circuitry using dimmer switches
- Separate “Existing” lighting controls to achieve individual light switch controls to accommodate the newly installed Demountable wall using the “Existing” lighting circuitry & install dimmer switch
- Install (1) New duplex WHT 20A 120v circuitry to provide power for “New” Desk location & (1) raceway/pathway for (1) low data jack extending from the “Existing” circuitry
- Provide Raceways from Existing lighting systems to “New” demountable wall switch locations



1 OVERALL BUILDING PLAN
1/16" = 1'-0"

NORTH



2 DEMOLITION PLAN AREA 2
1/4" = 1'-0"

CONSTRUCTION PHASING

- DEMOLISH
- EXISTING (TO REMAIN)
- NEW (METAL FRAMING)
- NEW (WOOD FRAMING)
- FUTURE (PLANNED)

FLOOR PLAN NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ COUNTY REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
3. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE.
5. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS
6. FOR GYPSUM BOARD EXTERIOR CORNERS, PROVIDE:
   - STANDARD PROFILE CORNER BEADS FOR CORNERS NOT RECEIVING MILLWORK WRAP
   - 3/8" RADIUS BULLNOSE CORNER BEADS WHERE NOTED AS "RND."
7. FOR DOORS & WINDOWS VERIFY:
   - 6-IN. OFFSET FROM ADJACENT WALL FOR TRIM CLEARANCE
   - QUANTITIES, SIZES & FEATURES BEFORE ORDERING
   - ROUGH-OPENING SIZES BEFORE FRAMING.
8. COORDINATE ALL TRADES TO ENSURE COMPLETE & WORKING INSTALLATIONS.
9. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

WILLIAMSON COUNTY
1848

INNER LOOP ANNEX REMODELS
301 SE Inner Loop, Georgetown, TX 78626

ISSUED: 2/13/2024
DRAWN BY: WBB
REVISIONS:
1 3/21/2024 WBB

ORIENTATION & DEMO PLANS

A2.1

THIS DRAWING CREATED FOR PRODUCTION ON 22"X34" FULL-SIZE SHEET (11"X17" HALF-SIZE SHEET)

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© Bly Donaldson Architecture Plotted on 2/13/2024 2:11:32 PM

DOOR SCHEDULE

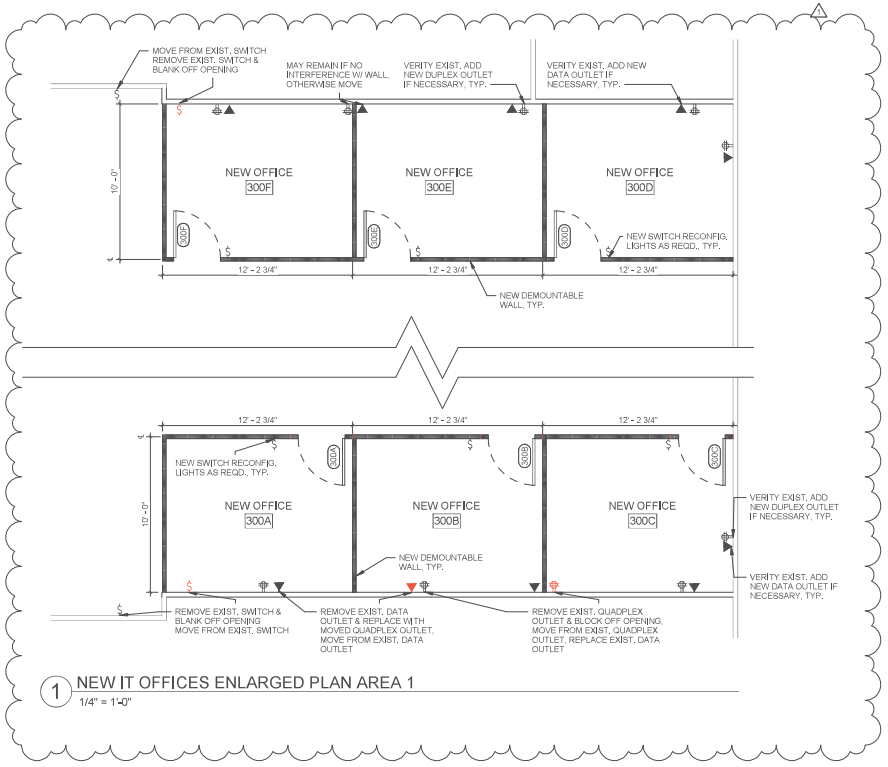
DOOR NUMBER	SIZE H	SIZE W	SIZE T	DOOR TYPE	DOOR MAT'L.	FRAME TYPE	FRAME MAT'L.	HARDWARE SET	FIRE RATING	REMARKS
226	7' - 0"	3' - 0"	0' - 1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
226B	7' - 0"	3' - 0"	0' - 1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
300A	7' - 0"	3' - 0"	0' - 1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
300B	7' - 0"	3' - 0"	0' - 1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
300C	7' - 0"	3' - 0"	0' - 1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
300D	7' - 0"	3' - 0"	0' - 1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
300E	7' - 0"	3' - 0"	0' - 1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
300F	7' - 0"	3' - 0"	0' - 1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
707B	7' - 0"	3' - 0"	0' - 1 3/4"	F1	MTL					NEW DOOR

CONSTRUCTION PHASING

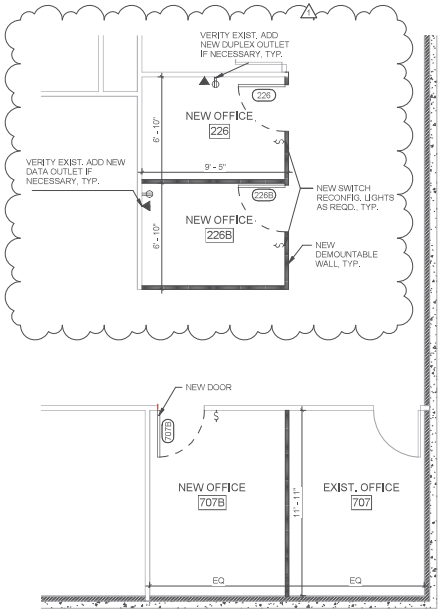
- DEMOLISH
- EXISTING (TO REMAIN)
- NEW (METAL FRAMING)
- NEW (WOOD FRAMING)
- FUTURE (PLANNED)

FLOOR PLAN NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ COUNTY REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
3. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE.
5. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS
6. FOR GYPSUM BOARD EXTERIOR CORNERS, PROVIDE:
   - STANDARD PROFILE CORNER BEADS FOR CORNERS NOT RECEIVING MILLWORK WRAP
   - 3/8" RADIUS BULLNOSE CORNER BEADS WHERE NOTED AS "RND."
7. FOR DOORS & WINDOWS VERIFY:
   - 6-IN. OFFSET FROM ADJACENT WALL FOR TRIM CLEARANCE
   - QUANTITIES, SIZES & FEATURES BEFORE ORDERING
   - ROUGH-OPENING SIZES BEFORE FRAMING.
8. COORDINATE ALL TRADES TO ENSURE COMPLETE & WORKING INSTALLATIONS.
9. NOTIFY ARCHITECT OF ANY DISCREPANCIES.



1 NEW IT OFFICES ENLARGED PLAN AREA 1
1/4" = 1'-0"



2 NEW RISK OFFICES ENLARGED PLAN AREA 2
1/4" = 1'-0"

WILLIAMSON COUNTY

INNER LOOP ANNEX REMODELS
301 SE Inner Loop, Georgetown, TX 78626

ISSUED: 2/13/2024
DRAWN BY: WBB
REVISIONS:
1 3/21/2024 WBB

ENLARGED PLANS
A2.2

THIS DRAWING CREATED FOR PRODUCTION ON 22"X34" FULL-SIZE SHEET (11"X17" HALF-SIZE SHEET)

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SUBMITTED FOR APPROVAL: 4.09.2024

WILLIAMSON COUNTY

INNER LOOP ANNEX - IT DEPT
301 SE INNER LOOP
GEORGETOWN TX 78626

TEKNION DEALER:

Workplace Solutions, Inc.
1137 W 6th St
Austin TX 78703

Contact: Raquel S. Daniel
Phone: 214.908.3235

ARCHITECT:

MarmonMok
San Antonio, TX

Contact: Jennifer Gilbert
Phone: 210.270.2227

OWNER:

WILLIAMSON COUNTY
INNER LOOP ANNEX - IT DEPT
301 SE INNER LOOP
GEORGETOWN TX 78626

Contact: Daryl Mutz, Project Manager
Phone: 512.645.4753

NOTE: ALL DIMENSIONS ARE HOLD TO DIMS; UNLESS NOTED OTHERWISE.

General Notes:

1. For warranty purposes, all Teknion wall product must be installed by a trained installation company.

2. The client, GC or architect must inform Workplace Solutions prior to manufacturing of any addendum changes that would affect areas of construction involving Teknion product.

3. Changes following sign-off may affect manufacturing, delivery dates and product installation cost/ completion.

4. Product has been specified based on field verified/hold-to dimensions. Any deviation from dimensions (stated on the approval drawings) may result in additional product and labor costs as well as a delay in the completion of installation.

5. Sound insulation/ batting has not been included in specification unless otherwise noted.

6. Do not scale drawings.

7. General contractor must ensure that as-built dimensions match those indicated on this drawing in areas where the Teknion wall product meets building architecture.

8. Altos wall runs that are installed under a suspended ceiling system and exceed 16' without perpendicular wall runs, must have bracing installed for stability.

9. Under ideal conditions, the Teknion wall product has the following adjustment capability.

ALTOS:
Top -0.25" to + 1.75"
Bottom -0.25 to +1.75"

OPTOS LP:
Top -0.25" to + 0.50"
Bottom -0.25" to +1.375"

FOCUS:
Top +/- 0.25"
Bottom -0.125" to + 0.375"

TEK VUE:
Top +/- 0.75"
Bottom -0.25" to +0.5"

Actual leveling available may be reduced from maximum by site conditions and/or the specific application.

10. Neither Teknion nor Workplace Solutions is responsible for the connection of the Teknion wall product to the underside of slab.

11. The architect/designer will be responsible to ensure that all Teknion product meets local code and compliance requirements.

12. All glass fascia will have a clear finish unless otherwise noted.

13. This reproduced drawing is the property of Teknion Furniture Systems or their authorized dealer - Workplace Solutions and is subject to return upon demand. It must not be traced, copied or reproduced in any manner, nor submitted to any outside parties for examination without our consent.

WALL LEGEND

WIDTH	altos wall
WIDTH GLASS	optos/ low profile wall
Width of Glass DISPLAY	focus wall
WIDTH OF GLASS POSITION	tek vue wall
Detail Number / Page Number	

Altos Door Clearances

Door Type	Door Size	Clearance	Clearance handed @ recess
Hinged, Solid [FDH]	42" W	27"	27"
	42" W	27"	25"
Hinged, Glass [FDL]	42" W	25"	22"
	42" W	27"	25"
Double Hinged Door [FDD]	72" W	47" W	n/a
	80" W	55" W	
	84" W	59" W	
Double Hinged Glass Door [FDL]	72" W	47" W	n/a
	80" W	55" W	
Pivot Door [FDP]	42" W	25" W	n/a
	42" W	27" W	
Glass and Solid Barn Door [FDC, FDS]	42" W	32"	n/a
	42" W	34"	
	42" W	40"	
Double Barn Door [FDL]	72"W (2+4F)	56"	n/a
	84"W (2+4F)	64"	

ALTOS - Conversion Table

Part Code	Width	Actual Width	Decimal
0	0		0
1	1/8"		0.125
2	2/8"	1/4"	0.25
3	3/8"		0.375
4	4/8"	1/2"	0.5
5	5/8"		0.625
6	6/8"	3/4"	0.75
7	7/8"		0.875

Optos Low Profile Door Clearances

Door Type	Door Size	Clearance	Clearance handed @ recess
Hinged, Solid [FDH]	48" W	27"	27"
	42" W	27"	25"
Hinged, Glass [FDH]	48" W	30"	27"
	42" W	27"	25"
Double Hinged Door [FDD]	72" W	49" W	
	80" W	57" W	n/a
Single Glass Barn Door [FDB]	42" W	32"	n/a
	42" W	32"	
Double Barn Door [FDL]	72"W (2+4F)	56"	n/a
	84"W (2+4F)	68"	
Glass Pivot Door [FDP]	48" W	30"	n/a
	42" W	27"	

Focus Door Clearances

Door Type	Door Size	Clearance	Clearance handed @ recess
Hinged, Solid [FWSDH]	42" W	27"	27"
Hinged, Glass [FWSDH]	42" W	30"	27"
Single Glass Barn Door [FWDB]	42" W	30"	n/a
Single Glass Double Pivot Door [FWPDD]	84"FRMD	54" W	n/a
Glass Pivot Door [FWPDS]	42" W	27"	n/a
Double Glass Pivot Door [FWDDS]	42"W	30"	n/a

TekVUE Door Clearances

Door Type	Door Size	Clearance	Clearance handed @ recess
Pivot, Solid	42" W	37"	35"
Pivot, Frameless Glass	42" W	37"	35"
Pivot Framed Glass	42" W	37"	35"
Single Glass Barn Door	42" W	35"	n/a

TekVue/Focus - DIM Conversion Table

A	0	0	1	1/32"	0.0300
B	1/16"	0.0625	J	9/16"	0.5625
C	1/8"	0.1250	K	5/8"	0.6250
D	3/16"	0.1875	L	11/16"	0.6875
E	1/4"	0.2500	M	3/4"	0.7500
F	5/16"	0.3125	N	13/16"	0.8125
G	3/8"	0.3750	O	7/8"	0.8750
H	7/16"	0.4375	P	15/16"	0.9375

FINISH SCHEDULE:



Paint: #68 Anthracite

Laminate:
8F Campus Oak



Laminate:
LY Granite



Fabric: Rationale
Color: R385 Mind's Eye



Fabric: Rationale
Color: R381 Drift

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CLIENT APPROVAL

SECTION A

All changes and deviations from the approved drawing package will be regarded as a change order and processed accordingly.

1. Sign-off by authorized signing officer acknowledges review and agreement with the general notes, elevations, ceiling heights and specification layout as detailed in this drawing.

2. Please note that all 4 sections of this document (A, B, C, D) must be acknowledged and completed before an order can be placed.

3. Approval for design intent only is not acceptable for order placement.

4. Any and all costs resulting from noncompliance with items 1, 2 and 3 are not the responsibility of

Created for base building dwg. _____ rev. _____

SECTION B

☐ Revise and resubmit for new base bldg. dwg. _____ rev. _____

or

☐ Approved. Proceed with order.

or

☐ Approved with deviation to design as noted. Proceed with order.

or

☐ Revised as noted, update and resubmit.

(1 Selection Req'd)

☐ The specification is based on a site check (site check info on file).

☐ The site was not ready for the site check at the time of specification.

SECTION C

☐ I agree that the authorizing agent or client will hold the GC responsible for "hold-to" dimensions including ceiling heights and clear openings.

☐ I understand that any deviation or redesign may impact the project schedule and that additional costs incurred to meet the reduced timeline will be chargeable.

(2 Selections Req'd)

SECTION C

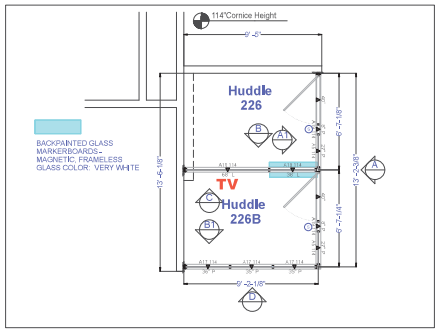
This project will not proceed and lead times will not commence without agreement on the above from the authorized signing officer. To confirm agreement with the above please sign and select the appropriate check boxes above.

Print Name of Authorized Signing Officer

Signature of Authorized Signing Officer

Date

(Completion Req'd)



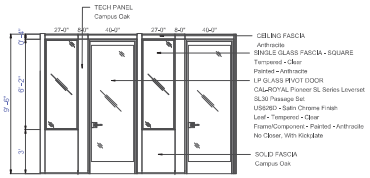
FABRIC: R381 RATIONALE - DRIFT

FABRIC: R385 RATIONALE - MIND'S EYE

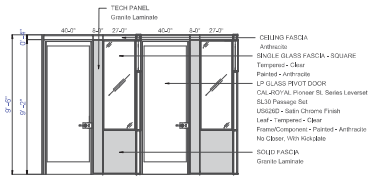
BACKPAINTED GLASS MARKERBOARDS - MAGNETIC, FRAMELESS GLASS COLOR: VERY WHITE

01 Office 226 & 226B - Enlarged Plan & Elevations

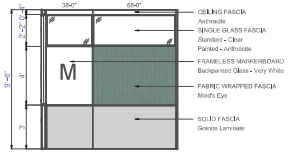
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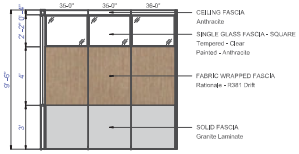
Elevation A



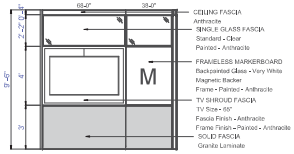
Elevation A1 - Interior View



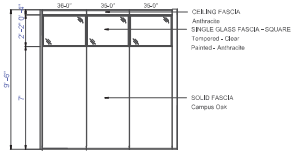
Elevation B



Elevation B1



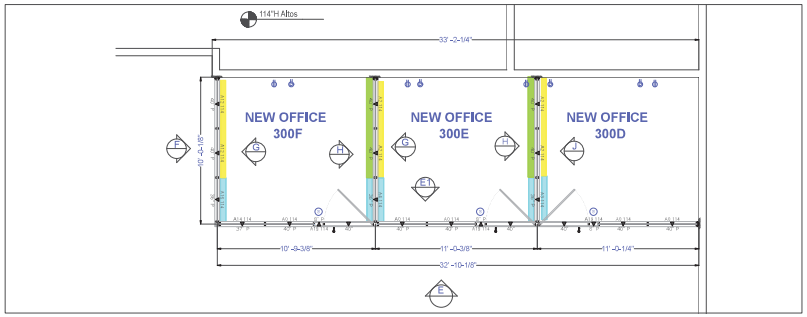
Elevation C

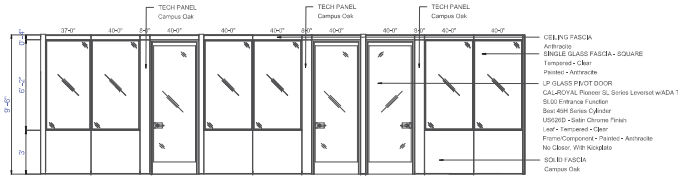


Elevation D

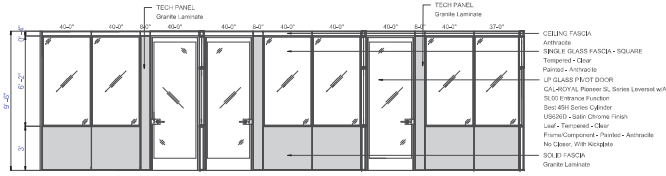
02 Office 300D, 300E & 300F - Enlarged Plan & Elevations

SCALE: 1/4" = 1'-0"

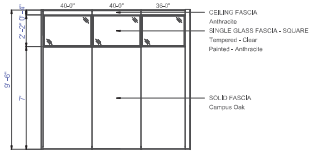




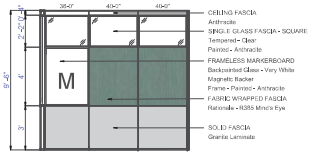
Elevation E



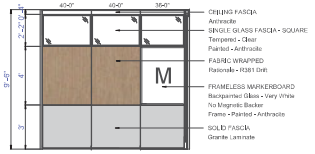
Elevation E1 - Interior View



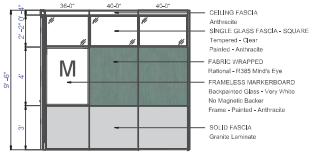
Elevation F



Elevation G



Elevation H



Elevation J

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Dallas, Texas 75207
P 214 741 9667

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ENLARGED PLANS & ELEVATIONS
ALTOS (170) LF | OPTOS (000) LF | TEKVUE (000)LF
TOTAL DEMOUNTABLE: (170) LF

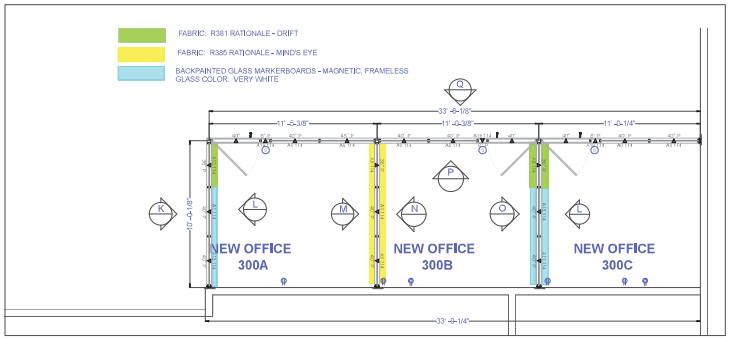
Date: 4/9/2024

Scale: NTS

WILLIAMSON COUNTY
INNER LOOP ANNEX - IT DEPT
301 SE INNER LOOP
GEORGETOWN TX 78626

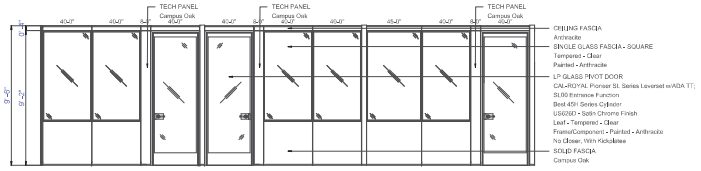
SHEET NO.

T1.02

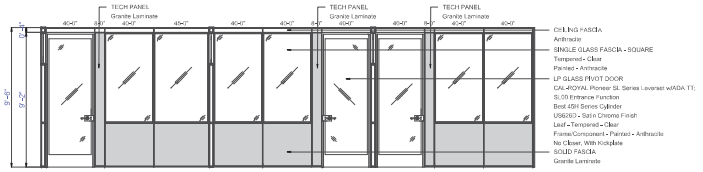


03 Office 300A, 300B & 300C - Enlarged Plan & Elevations

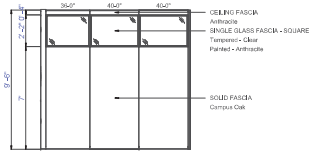
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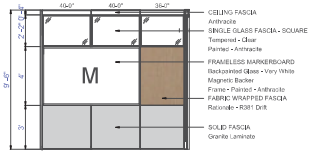
Elevation Q



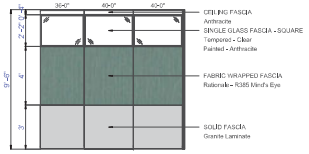
Elevation P - Interior View



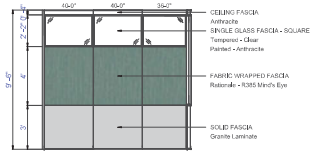
Elevation K



Elevation L



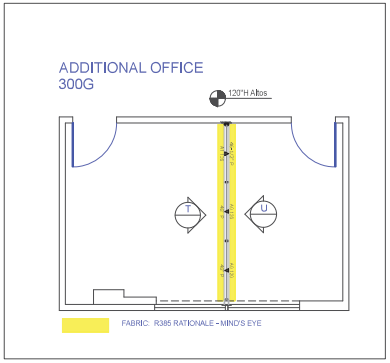
Elevation M



Elevation N

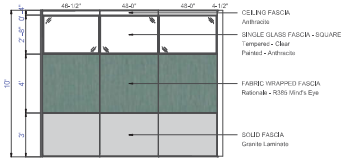


Elevation O

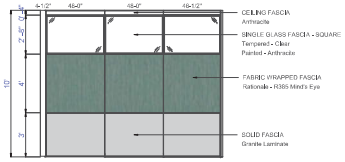


04 Office 300G - Enlarged Plan & Elevations

SCALE: 1/4" = 1'-0"



Elevation T



Elevation U

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Dallas, Texas 75207
P 214 741 9667

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ENLARGED PLANS & ELEVATIONS
ALTOS (170) LF | OPTOS (000) LF | TEKVUE (000)LF
TOTAL DEMOUNTABLE: (170) LF

Date: 4/9/2024

Scale: NTS

WILLIAMSON COUNTY
INNER LOOP ANNEX - IT DEPT
301 SE INNER LOOP
GEORGETOWN TX 78626

SHEET NO.

T1.02

3/3

Standard – LT101

Williamson County Lighting Standard

Originated by: Approved by: Revision No. 1	Date Originated: 9/25/2023 Date Approved: Revision Date:

1.0 Purpose

Standardize scope of work for installation of new and replacement light fixtures.

2.0 Scope

All retro-fit and new of light fixtures installation and replacements in occupied or unoccupied Williamson County buildings.

3.0 Standard Installation Requirements:

3.1 One whip per fixture.

3.2 Only saddle type connectors shall be used for MC cable connectors.

3.3 MC Cable wiring insulation color shall match the corelating branch circuit color respectfully feeding the power to the light fixture.

3.4 Fixture whips will be supported by hangers above the acoustic ceiling within two feet of the fixture and within six feet afterwards.

3.5 Push pin wire connectors shall only be used within the light fixture junction box wiring harness and supplied by light fixture manufacturer.

3.6 All junction boxes knock outs shall be sealed and covered and junction box covers will be labeled with panelboard name, branch circuit, and voltage.

3.7 If more than three penetrations are made in one junction box, a minimum 4 and 11 square junction shall be used.

3.8 If more than six penetrations are made in one junction box, a minimum 12” X 12” by 4” junction box shall be used.

3.9 Two ceiling grid hanger wires shall be installed per light, for support. Exception: One ceiling light grid wire per exit light/emergency light.

3.10 Emergency lighting shall be stand alone light fixtures (per listed standard).

3.11 No dimming capability will be added other than what is manually operated by moving dip switches on the fixtures themselves.

3.12 Exterior fixtures, attached to the building, shall be sealed on the top and sides of the fixture from water intrusion between the building and the fixture.

3.13 Exterior fixtures shall not be fed by MC cable. ½” flexible metal conduit, ½” EMT minimum.

3.14 Installations shall meet or exceed the most recently adopted NEC and IBC code books corelating to the city the installation is in.

Standard – LT101

Lighting Retrofit

Originated by: Approved by: Revision No. 1	Date Originated: 9/25/2023 Date Approved: Revision Date:

1.0 Scope

All retro-fit and new light fixture installations in existing Williamson County Buildings shall comply with the following:

2.0 Standard Installation Requirements:

2.1 One whip per fixture.

2.2 Only saddle type connectors shall be used for MC cable connectors.

2.3 MC Cable wiring insulation color shall match the corelating branch circuit color respectfully feeding the power to the light fixture.

2.4 Fixture whips will be supported by hangers above the acoustic ceiling within two feet of the fixture and within six feet afterwards.

2.5 Push pin wire connectors shall only be used within the light fixture junction box wiring harness and supplied by light fixture manufacturer.

2.6 All junction boxes knock outs shall be sealed and covered and junction box covers will be labeled with panelboard name, branch circuit, and voltage.

2.7 If more than three penetrations are made in one junction box, a minimum 4 and 11 square junction shall be used.

2.8 If more than six penetrations are made in one junction box, a minimum 12” X 12” by 4” junction box shall be used.

2.9 Two ceiling grid hanger wires shall be installed per light, for support. Exception: One ceiling light grid wire per exit light/emergency light.

2.10 Emergency lighting shall be stand alone light fixtures (per listed standard).

2.11 No dimming capability will be added other than what is manually operated by moving dip switches on the fixtures themselves.

2.12 Exterior fixtures, attached to the building, shall be sealed on the top and sides of the fixture from water intrusion between the building and the fixture.

2.13 Exterior light fixtures shall be installed with ½” flexible metal conduit, or ½” EMT minimum. (No MC Cable).

2.14 Installations shall meet or exceed the most recently adopted NEC and IBC code books corelating to the city the installation is in.

2.15 Wilco standard light fixture list to follow:

Catalog Number
Notes
Type



Contractor Select™

CPX™

LED Panel

CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%

WEIGHT:

2x2
Unit: 6.39lbs
Unit Carton: 7.72lbs
Master Carton: 30.42lbs

2x4
Unit: 11.02lbs
Unit Carton: 13.89lbs
Master Carton: 27.78lbs

Catalog Number	UPC	Description	Lumens	Input Watts	CCT	CRI	Voltage	Pallet qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	31.5	3500K	80	120-277V	40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	31.5	4000K	80	120-277V	40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	31.5	5000K	80	120-277V	40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	38.9	3500K	80	120-277V	20
CPX 2x4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	38.9	4000K	80	120-277V	20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	38.9	5000K	80	120-277V	20
CPX 1X4 ALO7 SWW7 M4	194994568063	1X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X2 ALO7 SWW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X4 ALO8 SWW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	20

NOTES

1. ILBLP CP10 HE SD A remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

CONTRACTOR SELECT™

LITHONIA LIGHTING

Accessories: *Order as separate catalog number.*

ILBLP CP10 HE SD A	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 [1]
DGA14	Drywall grid adapter for 1X4 recessed fixture.
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
1X4SMKSH	Multi-Use Surface Mount Kit 1X4, Shallow Depth
2X2SMKSH	Multi-Use Surface Mount Kit 2x2, Shallow Depth
2X4SMKSH	Multi-Use Surface Mount Kit 2x4, Shallow Depth
1X4SMKSHP PAF	Multi-Use Surface Mount Kit 1X4 Post-Paint
2X2SMKSHP PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSHP PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
RK8BDP 2P U	Disconnect Plug (BDP), 2 Pole, Package of 1
RK8BDP 3P U	Disconnect Plug (BDP), 3 Pole, Package of 1
RK8BDP 2P J10	Disconnect Plug (BDP), 2 Pole, Package of 10
RK8BDP 2P J40	Disconnect Plug (BDP), 2 Pole, Package of 40

Switchable Table

Size(ft)	Nomenclature	Lumen Package	CCT	Lumen	Wattage	Efficacy
1x4	CPX 1X4 AL07 SWW7 M4	Low Lumen	3500K	2430	19.7	123.4
			4000K	2594	19.7	131.7
			5000K	2483	19.5	127.3
		Med Lumen	3500K	3289	28.4	115.8
			4000K	3583	27.2	131.7
			5000K	3369	28.2	119.5
		High Lumen	3500K	3914	35.7	109.6
			4000K	4280	33.7	127
			5000K	4009	35.5	112.9
2x2	CPX 2X2 AL07 SWW7 M4	Low Lumen	3500K	2399	19.1	125.6
			4000K	2570	18.5	138.9
			5000K	2456	19.1	128.6
		Med Lumen	3500K	3356	28.7	116.9
			4000K	3649	27.5	132.7
			5000K	3427	28.5	120.2
		High Lumen	3500K	4131	37.5	110.2
			4000K	4564	35.8	127.5
			5000K	4212	37.3	112.9
2x4	CPX 2X4 AL08 SWW7 M2	Low Lumen	3500K	3813	28.94	131.8
			4000K	4033	28.1	143.5
			5000K	3938	28.86	136.5
		Med Lumen	3500K	4677	36.8	127.1
			4000K	5009	35.55	140.9
			5000K	4834	36.65	131.9
		High Lumen	3500K	6048	50.56	119.6
			4000K	6563	48.53	135.2
			5000K	6241	50.24	124.2

NOTES

1. For MVOLT only, not available with 347V.

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Specifications

INTENDED USE:

CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.** Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

CONSTRUCTION:

The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL:

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

LISTINGS:

CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non Food Zone. NOM Certified.

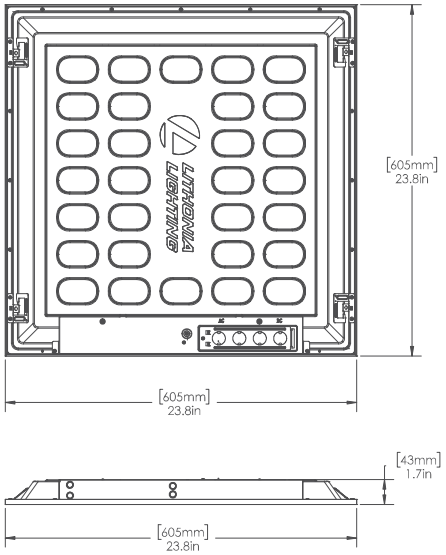
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

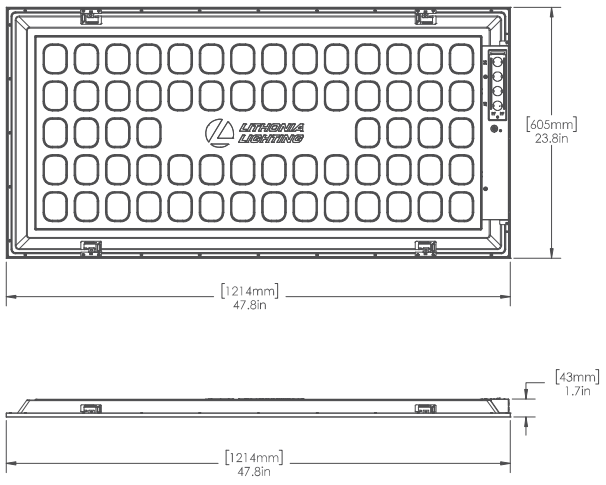
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

2'x2'



2'x4'



All dimensions are inches (millimeters) unless otherwise indicated.

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Catalog Number	
Notes	
Type	

Contractor Select™

ECRG

Lithonia Lighting Basics™ Emergency Light/Exit Combo



The Lithonia Lighting® ECRG, is a combination of exit and emergency lighting. The ECRG is ideal for safely illuminating the path of egress above-the-door in small spaces at lower mounting heights while providing 90 minutes of emergency power. Available in red and green letters.

FEATURES:

- Internal toggle switch for red or green exit
- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard
- ECRG RD: multi-voltage 120-277V, 50/60Hz
- ECRG SQ: dual-voltage 120/277, 60Hz

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ECRG RD M6	00194994900412	Red/Green LED Exit/Unit Combo, Round Lamp Heads	120–277V	2W	2W	.03	.02	360	6
ECRG HO RD M6	00194994900429	Red/Green LED Exit/Unit Combo with remote capacity, Round Lamp Heads	120–277V	2.8W	2.8W	.05	.03	360	6
ECRG SQ M6	00194994900467	Red/Green LED Exit/Unit Combo, Square Lamp Heads	120/277V	3.5W	3.5W	.03	.02	360	6
ECRG HO SQ M6	00194994900504	Red/Green LED Exit/Unit Combo with remote capacity, Square Lamp Heads	120/277	4W	4W	.03	.02	360	6

Battery Capacity and Loading (HO only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
3.6V	2W (ECRG RD)	2 - ERE W SGL RD M24
		1 - ERE W T RD M24
		2 - ERE GY SGL WP RD M12
		1 - ERE GY T WP RD M12
	3W (ECRG SQ)	3 - ERE GY SGL WP SQ M12
		1 - ERE GY T WP SQ M12

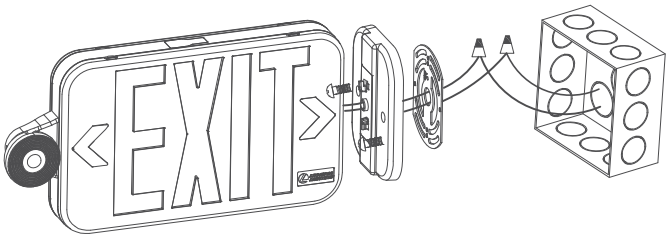
* Remotes are in addition to the lamp heads on the product.

Accessories: *Order as separate catalog number.*

ERE W SGL RD	Single, LED indoor remote head, round, ivory white, .75W, 3.6V input. See spec sheet ERE.[1]
ERE W T RD	Twin, LED indoor remote head, round, ivory white, 1.5W, 3.6V input. See spec sheet ERE.[1]
ERE GY SGL WP RD	Single, LED weather-proof head, round, gray,0.75W, 3.6V input. See spec sheet ERE.[1]
ERE GY T WP RD	Twin, LED weather-proof head, round, gray, 1.5W, 3.6V input. See spec sheet ERE.[1]
ERE GY SGL WP SQ	Single, LED weather-proof remote head, square, gray, 1W, 3.6V-12V voltage sensing. See spec sheet ERE.[1]
ERE GY T WP SQ	Twin, weather-proof, remote head, square, gray, 2W, 3.6V-12V voltage sensing. See spec sheet ERE.[1]
ELA WG3	Wireguard (back mount), 30 5/8"W x 13 3/4"H x 6"D. See spec sheet ELA-WG.

1 Only available with HO option.

ECRG side/end mount example



Dimensions

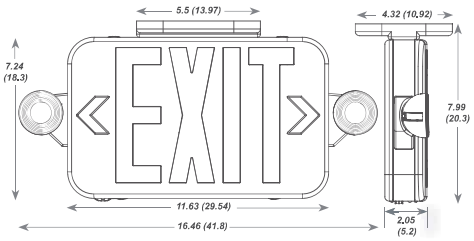
ECRG RD

Length:
16.46 (41.8)

Depth:
2.05 (5.2)

Height:
7.24 (18.3)

Weight:
RD - 1.9 (0.86kgs)
HO RD - 1.95 (0.88kgs)



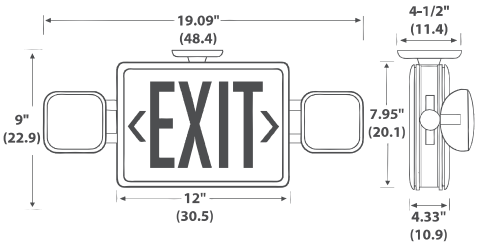
ECRG SQ

Length:
19.09 (48.4)

Depth:
4.33 (10.9)

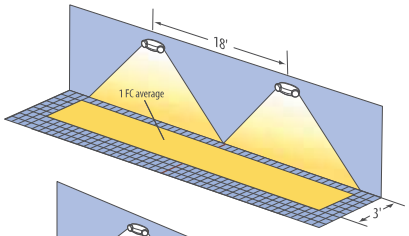
Height:
7.95 (20.1)

Weight:
SQ - 3.09 lbs. (1.40kgs)
HO SQ - 3.25 lbs (1.47kgs)

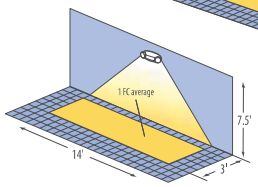


All dimensions are inches (centimeters) unless otherwise indicated.

ECRG RD

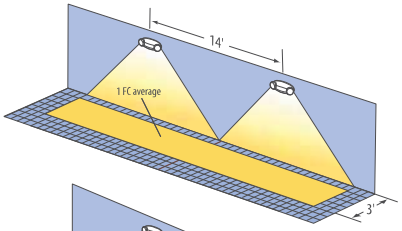


Example of multiple ECRG RD luminaires illuminating a 3' path of egress.

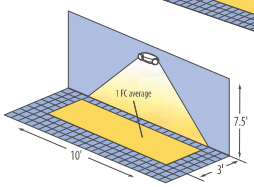


Example of single ECRG RD illuminating a 3' path of egress.

ECRG SQ



Example of multiple ECRG SQ luminaires illuminating a 3' path of egress.



Example of single ECRG SQ illuminating a 3' path of egress.

Spacing guidelines

Maximum Spacing Guidelines[1]							
Series	Mounting Height	Illumination Level	Single Luminaire		Multiple Luminaires		Application Notes
			3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
ECRG RD	7.5'	1FC Avg	14'	10'	18'	14'	"100' Corridor 8' wide, and 9' high with 80/50/20 reflectances"
ECRG SQ	7.5'	1FC Avg	10'	6'	14'	11'	

Notes:
1. Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

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Specifications

INTENDED USE:
Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet code required emergency lighting. Ideal for applications requiring low profile, emergency unit for lower mounting heights. The ECRG has an internal switch that ships standard as a red emergency light/exit combo and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:
The housing is a standard white thermoplastic with a compact and low-profile design with all-inclusive lamp, reflector and lens assembly. It is 5VA flame rated and impact-resistant.

OPTICS:
The typical life of the LED is 10 years.

ECRG is 0.75W white LED per lamp head

ECRG SQ is 1W LED per lamp head.

CRI: RD 80CRI
SQ 75CRI

CCT: RD 6200K
SQ 6200K

Lumen: RD 85 lumens
SQ 113 lumens

ELECTRICAL:
ECRG RD: multi-voltage 120-277V, 50/60Hz.

ECRG SQ: dual-voltage 120/277, 60Hz.

Bi-color LED status indicator for battery condition. (Green-normal, Red-check battery).

ECRG HO RD has 2W of remote capacity and ECRG HO SQ has 3W of remote capacity.

BATTERY: 3.6V maintenance-free, rechargeable, Nickel metal hydride.

INSTALLATION:
ECRG RD: Top, end and back mount.

ECRG SQ: Top, end and back mount.

Mounting pattern on canopy (top and side mount) and back plate (back mount) fits most standard size junction boxes.

LISTINGS:
UL Listed. Meets all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), FCC Title 47, Part 15, Subpart B and OSHA.

Indoor damp location 50°F to 104°F (10°C to 40°C) listed.

WARRANTY:
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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Catalog Number	
Notes	
Type	



Contractor Select™

EXRG

Lithonia Lighting Basics™ LED Exit

The Lithonia Lighting Basics™ EXRG Exit Sign is suitable for emergency signage applications such as stairways and hallways. This fully assembled single-face exit with extra faceplate is available in red and green letters. It's low profile makes it ideal for safely illuminated the path of egress in small spaces and can be wall or ceiling mounted. The emergency power provides 90 minutes of illumination in the event of a power loss.

FEATURES:

- Internal toggle switch for red or green letter color selection
- Test switch and status indicator for low maintenance (EL emergency models only)
- UL indoor damp location 50° to 104°F (10°C to 40°C) listed standard
- For use with Dual voltage 120/277VAC
- Internal switch for color selection

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
EXRG M6	00194994900658	Red/Green Exit, AC Only	120/277	1W	1W	0.09	0.09	360	6
EXRG EL M6	00194994900696	Red/Green Exit with Ni-MH backup battery	120/277	1W	1W	0.09	0.09	360	6

Accessories[1]: *Order as separate catalog number.*	
ELA WG1	Wireguard (back mount only, 13 3/4"H x 15 1/4"W x 6"D)

NOTES

1. See spec sheet ELA-WG for more information.

Specifications

INTENDED USE:
LED lighted exit signs for marking the means of egress in accordance with Life Safety Code NFPA 101. The EXRG has an internal switch that ships standard as a red exit and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:
Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design components for easy installation. Universal J-box pattern. Universal chevrons are easily removed for directional indication.

Fully assembled single face with extra faceplate for easy field-conversion to double face.

Letters 6" high with 3/4" stroke, with 100 ft viewing distance rating, based on UL924 standards.

OPTICS:
The typical life of the LED lamp is 10 years.

ELECTRICAL:
Dual-voltage input 120V or 277V AC. Non-emergency (AC only without battery) or Emergency exit with battery. The emergency model includes the test switch, status indicator and rechargeable battery.

Battery: (EL models) maintenance-free Nickel metal hydride battery provides 90 minutes of emergency power.

INSTALLATION:
Top, back or end mounting capability (canopy included).

LISTINGS:
UL Listed. Meets UL 924, NFPA 101 (current Life Safety Code) , NFPA 70-NEC, FCC Title 47, Part 15, Subpart B and OSHA illumination standards. Indoor damp location 50° to 104°F (10°C to 40°C) listed standard.

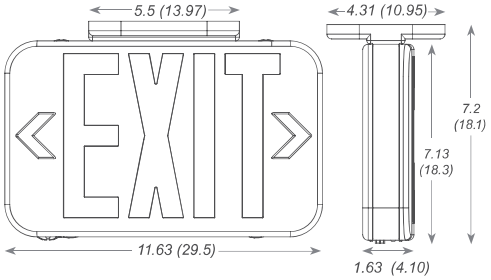
WARRANTY:
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

Length: 11.63 (29.5)
Depth: 1.63 (4.1)
Height: 7.2 (18.3)
Weight: EL: 1.6 LB
AC: 1.59 LB



All dimensions are inches (centimeters) unless otherwise indicated.

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Catalog Number	
Notes	
Type	

Contractor Select™

ELM2L

Quantum® Contemporary Commercial LED Emergency Light



The Lithonia Lighting® Quantum® ELM2L Emergency Light is suitable for emergency lighting for applications such as stairways and hallways. Its high performance LED lamp heads makes the ELM2L ideal for safely illuminating the path of egress for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights. It can be wall or ceiling mounted and will provide 90 minutes of emergency power in the case of power loss.

FEATURES:

- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard

† Small Battery Chargers Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ELM2L M12	191848091920	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Nickel-cadmium battery	120/277V, 60hz	1.09	1.09	0.018	0.018	432	12
ELM2L UVOLT LTP M12	191848078112	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Lithium Iron Phosphate Battery, Remote capacity	120-347V, 50/60Hz	1.35	1.35	0.022	0.022	432	12

Battery Capacity and Loading (ELM2L UVOLT LTP M12 Only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
9.6V	4.8W	2- ELMRE LP220L SGL M12
		1- ELMRE LP220L T M12
		1 - ELMRE LP220L FXO
		2 - ERE GY SGL WP SQ M12
		1 - ELA QWP L0309
		1 - ERE GY T WP SQ M12

* Remotes are in addition to the lamp heads on the product.

Accessories: *Order as separate catalog number.*	
ELA WG1	Wireguard 15-1/4" W x 13-3/4" H x 6" D (back mount only). See spec sheet ELA-WG.
WPVS SML W	Wet protective vandal shield (must be used for wet location applications)

CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:
Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet and exceed code required emergency lighting. Ideal for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights.

CONSTRUCTION:
The housing is a standard white thermoplastic with a compact and low-profile contemporary design. It is 5VA flame rated, impact-resistant, scratch-resistant and corrosion proof. The UV-stable resin resists discoloration from natural and man-made light sources. The back-plate contains a universal j-box mounting pattern to facilitate ease of installation on a wide variety of j-boxes and the front housing allows tool-less access for ease of maintenance.

OPTICS:
The typical life of the LED is 10 years. Two 1.2W LED Lamps.

ELECTRICAL:
Orderable in multiple voltages. Emergency unit provided with test switch, status indicator and rechargeable battery. Sealed, maintenance-free nickel-cadmium or Lithium Iron Phosphate battery provides at least 90 minutes of emergency power.

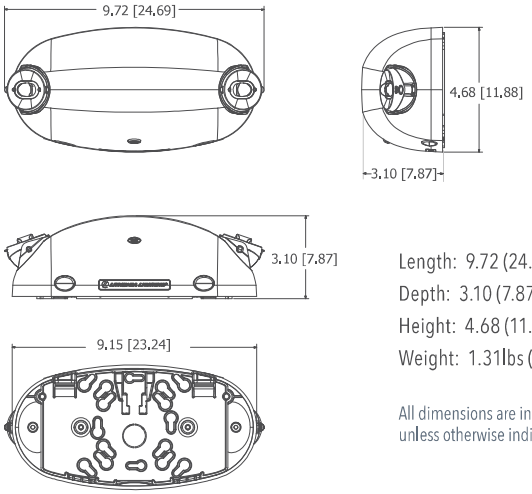
INSTALLATION:
Wall and ceiling mount. Tool-less removal of front cover from back-plate for ease of installation and maintenance.

LISTINGS:
UL damp location listed standard and wet location listed when used with the WPVS accessory, all at 50-104°F (10-40°C). Meets or exceeds all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), NOM (Norma Oficial Mexicana), California Energy Commission Title 20 section 1605.3 (W)(4), FCC Title 47, Part 15, Subpart B and OSHA. List and labeled to comply with Canadian Standards C22.2 No. 141-10.

WARRANTY:
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions



Length: 9.72 (24.69)
Depth: 3.10 (7.87)
Height: 4.68 (11.88)
Weight: 1.31lbs (0.59kg)

All dimensions are inches (centimeters) unless otherwise indicated.

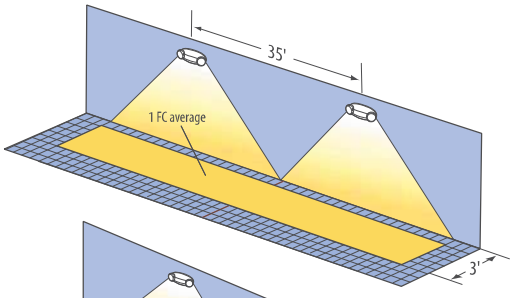
Spacing guidelines

Maximum Spacing Guidelines — ELM2L

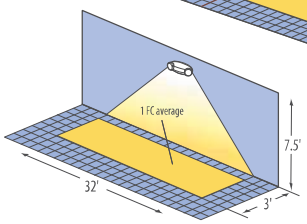
Mounting Height	Illumination Level	Single Luminaire Coverage		Multiple Luminaire Spacing		Application Notes
		3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
7.5'	1FC Avg [1]	32'	24'	35'	28'	100' Corridor, 8' wide, and 12' high with 80/50/20 reflectances
10'	1FC Avg [1]	20'	14'	27'	23'	

Notes:
1. Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

*Note: To see complete photometric report or download the .ies file for this product, visit Lithonia Lighting ELM2L home page.



Example of multiple ELM2L luminaires illuminating a 3' path of egress.



Example of single ELM2L illuminating a 3' path of egress.

* Application image examples are using LP220L lamp.

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Performance Downlight
Field-Adjustable

RAB

6"

FIELD ADJUSTABLE

9W/12W | 14W/18W | 7W/10W/18W



8"

FIELD ADJUSTABLE



9.5"

FIELD ADJUSTABLE



CLASSIFIED UL | AIRTIGHT HOUSING | ENERGY STAR | FC

UL LISTED | WET RATED | IC RATED | 2016 TITLE 24 PART 6

Project:	Type:
Prepared by:	Date:

Features

- High Performance LEDs for commercial applications
- Replacement for traditional Compact Fluorescent recessed downlights
- Compatible with new construction or retrofit installations
- UL wet and Energy Star rated
- Meets air-tight requirements
- Lumen and CCT Selectable
- Matte white smooth trim finish
- Available in 3 CCTs: 3000K, 3500K, 4000K
- 0-10V dimmable
- Spring loaded retention clips
- 5-Year, No-Compromise Warranty

Technical Specifications

CCT and Lumen Selectable:
Choose lumen output and color temperature before installation with integrated switch

UL Listed & UL Classified
Suitable for wet locations

Energy Star V2.2:
This product is Energy Star® Version 2.2 Certified.

California Title 24:
Can be used to conform with the requirements of California Title 24 Part 6

Dimming Driver:
Driver includes dimming control wiring for 0-10V dimming systems. Requires seperate 0-10V DC dimming circuit. Dims as low as 10%

Input Voltage:
120V through 277V

Operating Frequency:
50/60Hz

Lifespan:
50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:
Long-life, high-efficacy surface-mount LEDs

R9 Value:
High color performance with R9 greater than or equal to 50

Flicker:
Silent and flicker free operations of less than 30%

IC Rated:
Suitable for direct contact with insulation

Air Tight:
Housing certified Air Tight as per ASTM E283

Trim:
Smooth Trim

Housing:
Constructed from durable steel sheet metal

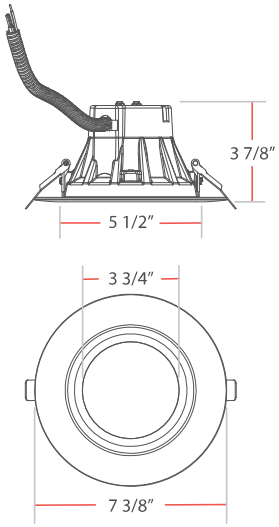
Maximum Ambient Temperature:
Suitable for use in 40˚C (104˚F)

Finish:
Matte White

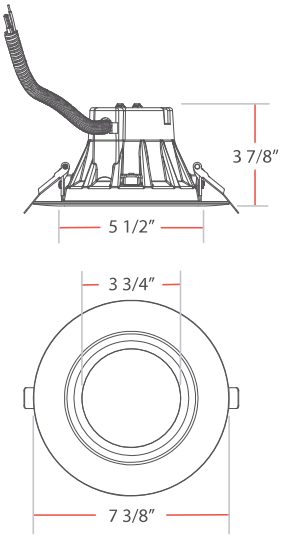
Dimensions

6"

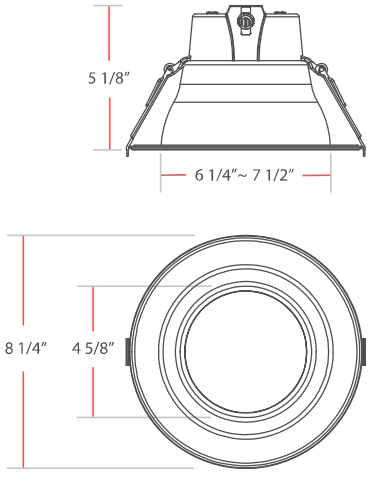
9/12W



14/18W

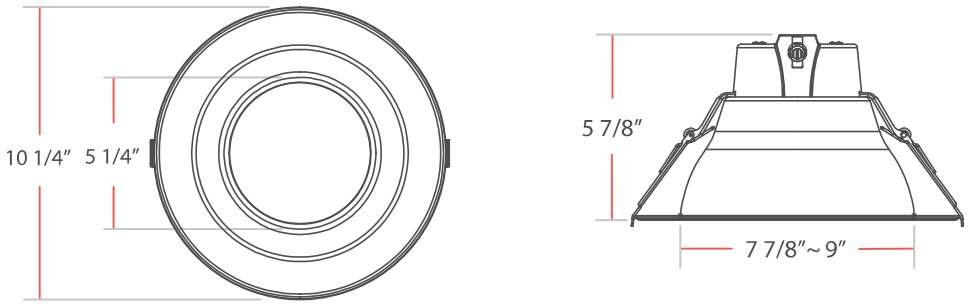


7/10/18W



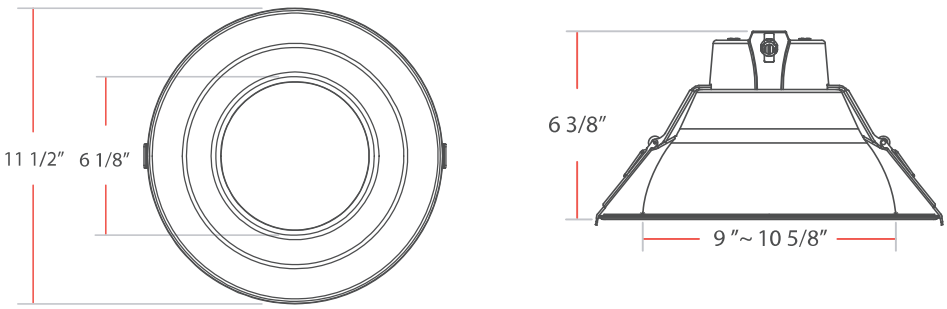
8"

10/15/22W



9.5"

10/15/22W

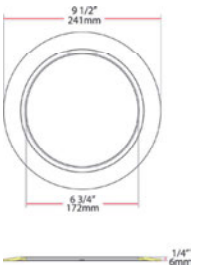
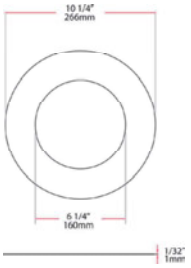
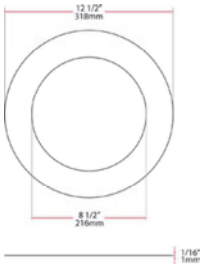
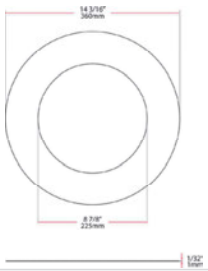


Performance

RAB

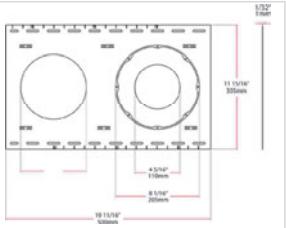
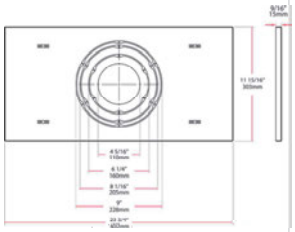
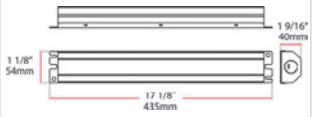
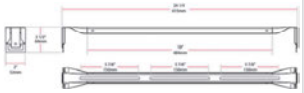
2 Lumen Output	Size	Wattage	Lumens	Efficacy (lm/W)	Color Accuracy (CRI)
C6R9/129FAUNVW 3000K 3500K 4000K	6"	9/12	700 lm 900 lm	78	90
C6R14/189FAUNVW 3000K 3500K 4000K	6"	14/18	1200 lm 1500 lm	86	90
3 Lumen Output	**Size**	**Wattage**	**Lumens**	**Efficacy (lm/W)**	**Color Accuracy (CRI)**
C6R7/10/189FAUNVW 3000K 3500K 4000K	6"	7/10/18	700 lm 1000 lm 1500 lm	100	90
C8R10/15/229FAUNVW 3000K 3500K 4000K	8"	10/15/22	1000 lm 1500 lm 2000 lm	100	90
C9.5R20/25/329FAUNVW 3000K 3500K 4000K	9.5"	20/25/32	2000 lm 2500 lm 3000 lm	100	90

Accessories

Images	SKU Number	Description	Construction	Dimensions	Case Qty
Goof Rings - Plastic					
	**DL6-8GOOF/R/P**	6" Goof Ring for 6" Downlight - 2 Lumen Output Models	Robust Polycarbonate construction. Matte White Finish		
Goof Rings - Metal					
	**DL8-10GOOF/R/M**	10" Goof Ring for 8" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	DL10-12GOOF/R/M	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	**DL12-14GOOF/R/M**	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		

Accessories

RAB

Mounting Plates					
	**DLPLATE/SJ**	New Construction Plate for Stud/ Joist mounting for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10
	**DLPLATE/T**	New Construction or Remodel Plate for T-Grid ceilings for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10
Emergency Driver					
	**DRI-25-EMGR-DC**	Emergency Driver	Sturdy galvanized steel construction		4
	**BRACKET_TG_DRI**	T-Grid bracket for Emergency Driver	Sturdy galvanized steel construction		12

Ordering Matrix

RAB

Product	Size	Shape	Wattage	CRI/Color Temp	Voltage	Finish
C		R		9FA	UNV	W
	6 6" **8** 8" **9.5** 9.5"	**R** Round	**700lm-1500lm** 7/10/18 **700lm-900lm** 9/12 **1000lm-2000lm** 10/15/22 **1200lm-1500lm** 14/18 **2000lm-3000lm** 20/25/32	9FA **90 CRI, Field Adjustable**	**120-277V** UNV	**W** White



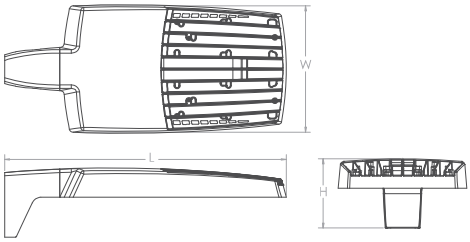
RSX2 LED
Area Luminaire

Catalog Number	RSX2 LED P6 40K SPA FAO DDBXD
Notes	
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA (ft²@0°):	0.69 ft² (0.06 m²)
Length:	29.3" (74.4 cm) (SPA mount)
Width:	13.4" (34.0 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.3 cm) Arm
Weight: (SPA mount)	30.0 lbs (13.6 kg)



Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Ordering Information

EXAMPLE: RSX2 LED P6 40K R3 MVOLT SPA DDBXD

RSX2 LED	P6	40K	R5	MVOLT	SPA
Series	**Performance Package**	**Color Temperature**	**Distribution**	**Voltage**	**Mounting**
RSX2 LED	P1	30K 3000K	R2 Type 2 Wide	MVOLT (120V-277V) [2]	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3 Type 3 Wide	HVOLT (347V-480V) [3]	RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R3S Type 3 Short	XVOLT (277V-480V) [4]	MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		R4 Type 4 Wide	**(use specific voltage for options as noted)**	IS Adjustable slipfitter (fits 2-3/8" OD tenon) [6]
	P5		R4S Type 4 Short	120 [3] 277 [5]	WBA Wall bracket [1]
	P6		R5 Type 5 Wide [1]	208 [3] 347 [5]	WBASC Wall bracket with surface conduit box
			R5S Type 5 Short [1]	240 [3] 480 [5]	AASP Adjustable tilt arm square pole mounting [6]
			AFR Automotive Front Row		AARP Adjustable tilt arm round pole mounting [6]
			AFRR90 Automotive Front Row Right Rotated		AAWB Adjustable tilt arm with wall bracket [6]
			AFRL90 Automotive Front Row Left Rotated		AAWSC Adjustable tilt arm wall bracket and surface conduit box [6]

FAO

Options

Shipped Installed

HS	House-side shield [7]
PE	Photocontrol, button style [8,9]
PEX	Photocontrol external threaded, adjustable [9,10]
PER7	Seven-wire twist-lock receptacle only (no controls) [9,11,12,13]
CE34	Conduit entry 3/4" NPT (Qty 2)
SF	Single fuse (120, 277, 347) [5]
DF	Double fuse (208, 240, 480) [5]
SPD20KV	20KV Surge pack (10KV standard)
FAO	Field adjustable output [9,13]
DMG	0-10V dimming extend out back of housing for external control (control ordered separate) [9,13]
DS	Dual switching [9,14]

Shipped Installed

***Standalone and Networked Sensors/Controls (factory default settings, see table page 9)**

NLTAIR2	nLight AIR generation 2 [13,15,16]
PIRHN	Networked, Bi-Level motion/ambient sensor (for use with NLTAIR2) [13,14,17]

*Note: PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted.

Shipped Separately (requires some field assembly)

EGS	External glare shield [6]
EGFV	External glare full visor (360° around light aperture) [7]
BS	Bird spikes [18]

DDBXD

Finish

DDBXD	Dark Bronze
DBLXD	Black
DNAXD	Natural Aluminum
DWHXD	White
DDBTXD	Textured Dark Bronze
DBLBXD	Textured Black
DNATXD	Textured Natural Aluminum
DWHGXD	Textured White

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Ordering Information

Accessories

Ordered and shipped separately.

RSX2HS	RSX2 House side shield (includes 2 shields)
RSX2EGS (FINISH) U	External glare shield (specify finish)
RSX2HSAFRR (FINISH) U	RSX2 House side shields for AFR rotated optics (includes 2 shields)
RSX2EGFV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole adaptor plate (specify finish)
RSXWBA (FINISH) U	RSX WBA wall bracket (specify finish) [1]
RSXSCB (FINISH) U	RSX Surface conduit box (specify finish, for use with WBA, WBA not included)
DLL127F 1.5 JU	Photocell -SSL twist-lock (120-277V) [19]
DLL347F 1.5 CUL JU	Photocell -SSL twist-lock (347V) [19]
DLL480F 1.5 CUL JU	Photocell -SSL twist-lock (480V) [19]
DSHORT SBK U	Shorting cap [19]

NOTES

1. Any Type 5 distribution, is not available with WBA.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3. HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
4. XVOLT driver not available with P1. XVOLT driver operates on any line voltage from 277V-480V (50/60 Hz). XVOLT not available with fusing (SF or DF) and not available with PE or PEX.
5. Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
6. Maximum tilt is 90° above horizontal.
7. It may be ordered as an accessory.
8. Requires MVOLT or 347V.
9. Not available in combination with other light sensing control options (following options cannot be combined: PE, PEX, PER7, FAO, DMG, DS, PIRHN).
10. Requires 120V, 208V, 240V, or 277V.
11. Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included. Dimming leads capped for future use.
12. For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010.
13. Two or more of the following options cannot be combined including DMG, DS, PER7, FAO and PIRHN.
14. DS only available on performance package P5 and P6.
15. Must be ordered with PIRHN.
16. Requires MVOLT or HVOLT.
17. Must be ordered with NLTAIR2. For additional information on PIRHN visit here.
18. Must be ordered with fixture for factory pre-drilling.
19. Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

External Shields



House Side Shield



External Glare Shield

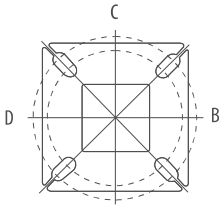


External 360 Full Visor

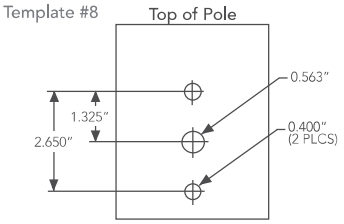
Pole/Mounting Informatiion

Accessories including bullhorns, cross arms and other adpaters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit Accessories.

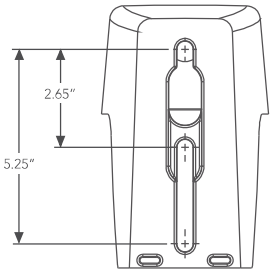
HANDHOLE ORIENTATION



RSX POLE DRILLING



RSX STANDARD ARM & ADJUSTABLE ARM



Round Tenon Mount - Pole Top Slipfitters

Tenon O.D.	RSX Mounting	Single	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2 - 3/8"	RPA, AARP	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 320	AS3-5 390	AS3-5 490
2 - 7/8"	RPA, AARP	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	RPA, AARP	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Drill/Side Location by Configuration Type

Drilling Template	Mounting Option	Single	2 @ 180	2 @ 90	3 @ 120	3 @ 90	4 @ 90
	Head Location	Side B	Side B & D	Side B & C	Round Pole Only	Side B, C & D	Side A, B, C & D
#8	**Drill Nomenclature**	DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS

RSX2 - Luminaire EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

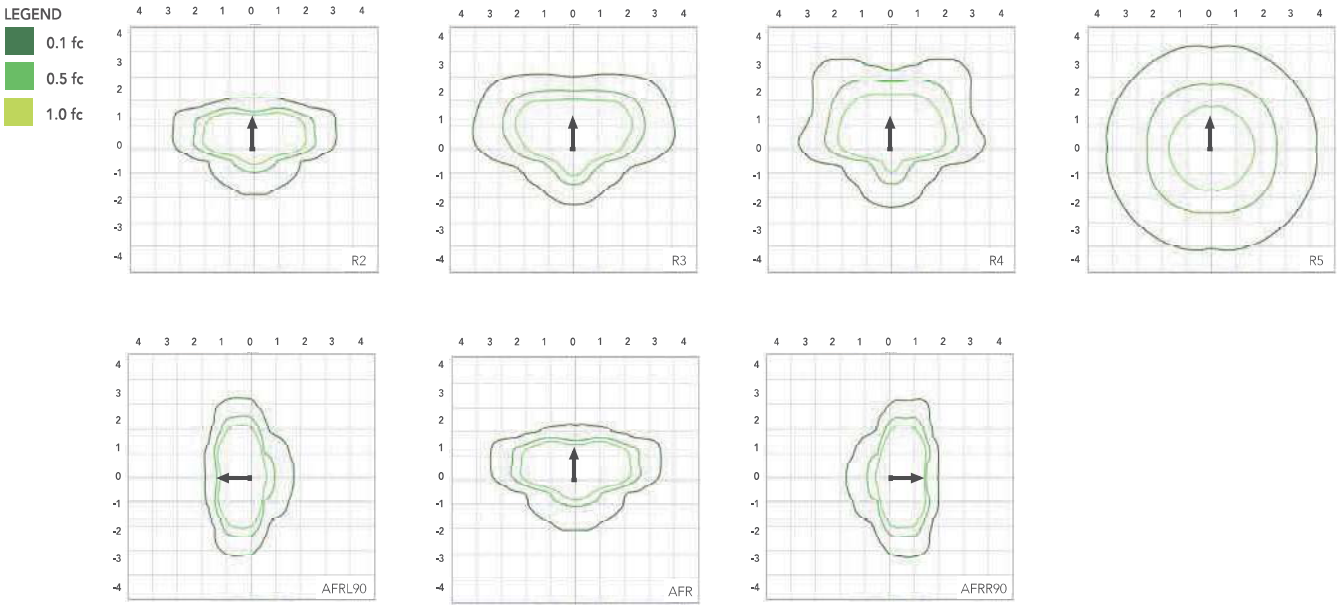
Fixture Quantity & Mounting Configuration		Single	2 @ 90	2 @ 180	3 @ 90	3 @ 120	4 @ 90	2 Side by Side	3 Side by Side	4 Side by Side
Mounting Type	**Tilt**									
SPA - Square Pole Adaptor	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
RPA - Round Pole Adaptor		0.74	1.27	1.37	1.9	1.71	2.49	1.42	2.16	2.84
MA - Mast Arm Adaptor		0.61	1.14	1.11	1.64	1.45	2.23	1.29	1.9	2.58
IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
	10°	0.53	1.06	1.05	1.58	1.37	2.08	1.06	1.59	2.12
	20°	0.52	1.02	1.03	1.52	1.33	2.02	1.03	1.55	2.07
	30°	0.64	1.11	1.18	1.63	1.45	2.21	1.27	1.91	2.54
	40°	0.81	1.21	1.35	1.74	1.65	2.39	1.62	2.43	3.23
	45°	0.91	1.25	1.5	1.81	1.75	2.48	1.82	2.73	3.64
	50°	1.34	1.83	2.17	2.61	2.56	3.62	2.68	4.02	5.36
	60°	2.2	2.97	3.57	4.24	4.17	5.89	4.41	6.61	8.82
	70°	2.86	4.13	4.7	5.89	5.71	8.21	5.71	8.57	11.42
	80°	3.4	5.13	5.67	7.34	7.09	10.21	6.79	10.19	13.59
	90°	3.85	5.96	6.55	8.58	8.31	11.88	7.70	11.56	15.41

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Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's RSX Area homepage.

Isofootcandle plots for the RSX2 LED P6 40K. Distances are in units of mounting height (30').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97
45°C	113°F	0.96
50°C	122°F	0.95

Electrical Load

		Current (A)					
Performance Package	System Watts (W)	120V	208V	240V	277V	347V	480V
P1	71W	0.59	0.34	0.30	0.26	0.20	0.15
P2	111W	0.93	0.53	0.46	0.40	0.32	0.23
P3	147W	1.23	0.70	0.61	0.53	0.42	0.31
P4	187W	1.55	0.90	0.78	0.68	0.53	0.38
P5	210W	1.75	1.01	0.87	0.76	0.60	0.44
P6	244W	2.03	1.17	1.01	0.88	0.70	0.51

Projected LED Lumen Maintenance

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.97	>0.95	>0.92

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.

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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	Distribution. Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	71W	R2	10,040	2	0	1	139	11,031	2	0	1	153	11,031	2	0	1	153
		R3	10,005	2	0	2	141	10,992	2	0	2	155	10,992	2	0	2	155
		R3S	10,271	2	0	2	143	11,285	2	0	2	157	11,285	2	0	2	157
		R4	10,136	2	0	2	143	11,136	2	0	2	157	11,136	2	0	2	157
		R4S	9,779	2	0	2	138	10,744	2	0	2	151	10,744	2	0	2	151
		R5	10,271	4	0	2	145	11,285	4	0	2	159	11,285	4	0	2	159
		R5S	10,544	3	0	1	149	11,585	3	0	2	163	11,585	3	0	2	163
		AFR	10,026	2	0	1	141	11,016	2	0	1	155	11,016	2	0	1	155
		AFRR90	10,122	3	0	2	140	11,121	3	0	2	154	11,121	3	0	2	154
		AFRL90	10,164	3	0	2	141	11,167	3	0	2	155	11,167	3	0	2	155
P2	111W	R2	15,712	2	0	2	138	17,263	2	0	2	151	17,263	2	0	2	151
		R3	15,657	2	0	3	141	17,202	3	0	3	155	17,202	3	0	3	155
		R3S	16,075	2	0	2	141	17,661	2	0	2	155	17,661	2	0	2	155
		R4	15,862	2	0	3	143	17,427	2	0	3	157	17,427	2	0	3	157
		R4S	15,304	2	0	2	138	16,815	2	0	2	151	16,815	2	0	2	151
		R5	16,075	4	0	2	145	17,661	5	0	3	159	17,661	5	0	3	159
		R5S	16,502	4	0	2	149	18,130	4	0	2	163	18,130	4	0	2	163
		AFR	15,691	2	0	2	141	17,240	2	0	2	155	17,240	2	0	2	155
		AFRR90	15,841	3	0	3	139	17,404	4	0	3	153	17,404	4	0	3	153
		AFRL90	15,907	3	0	3	139	17,477	4	0	3	153	17,477	4	0	3	153
P3	147W	R2	19,855	3	0	2	132	21,814	3	0	2	145	21,814	3	0	2	145
		R3	19,785	3	0	3	135	21,737	3	0	4	148	21,737	3	0	4	148
		R3S	20,312	3	0	3	135	22,317	3	0	3	149	22,317	3	0	3	149
		R4	20,044	3	0	3	136	22,022	3	0	4	150	22,022	3	0	4	150
		R4S	19,339	3	0	3	132	21,247	3	0	3	145	21,247	3	0	3	145
		R5	20,313	5	0	3	138	22,317	5	0	3	152	22,317	5	0	3	152
		R5S	20,852	4	0	2	142	22,910	4	0	2	156	22,910	4	0	2	156
		AFR	19,828	3	0	2	135	21,785	3	0	2	148	21,785	3	0	2	148
		AFRR90	20,017	4	0	3	133	21,992	4	0	3	147	21,992	4	0	3	147
		AFRL90	20,101	4	0	3	134	22,084	4	0	3	147	22,084	4	0	3	147
P4	187W	R2	22,836	3	0	2	120	25,090	3	0	2	132	25,090	3	0	2	132
		R3	22,756	3	0	4	122	25,002	3	0	4	134	25,002	3	0	4	134
		R3S	23,363	3	0	3	123	25,668	3	0	3	135	25,668	3	0	3	135
		R4	23,054	3	0	4	123	25,329	3	0	4	135	25,329	3	0	4	135
		R4S	22,243	3	0	3	119	25,059	3	0	3	134	25,059	3	0	3	134
		R5	23,363	5	0	3	125	25,669	5	0	4	137	25,669	5	0	4	137
		R5S	23,983	4	0	2	128	26,350	4	0	2	141	26,350	4	0	2	141
		AFR	22,806	3	0	2	122	25,056	3	0	2	134	25,056	3	0	2	134
		AFRR90	23,023	4	0	3	121	25,295	4	0	3	133	25,295	4	0	3	133
		AFRL90	23,120	4	0	3	122	25,401	4	0	3	134	25,401	4	0	3	134
P5	210W	R2	26,141	3	0	2	122	28,721	3	0	2	135	28,721	3	0	2	135
		R3	26,049	3	0	4	124	28,620	3	0	4	136	28,620	3	0	4	136
		R3S	26,744	3	0	3	125	29,383	3	0	4	138	29,383	3	0	4	138
		R4	26,390	3	0	4	126	28,994	3	0	4	138	28,994	3	0	4	138
		R4S	25,462	3	0	3	121	27,974	3	0	3	133	27,974	3	0	3	133
		R5	26,744	5	0	4	127	29,383	5	0	4	140	29,383	5	0	4	140
		R5S	27,454	4	0	2	131	30,163	4	0	2	144	30,163	4	0	2	144
		AFR	26,106	3	0	2	124	28,682	3	0	2	137	28,682	3	0	2	137
		AFRR90	26,354	4	0	3	123	28,955	5	0	3	136	28,955	5	0	3	136
		AFRL90	26,465	4	0	3	124	29,077	5	0	3	136	29,077	5	0	3	136
P6	244W	R2	27,646	3	0	2	112	30,374	3	0	2	123	30,374	3	0	2	123
		R3	27,549	3	0	4	113	30,267	3	0	4	124	30,267	3	0	4	124
		R3S	28,283	3	0	3	115	31,075	3	0	4	126	31,075	3	0	4	126
		R4	27,909	3	0	4	114	30,663	3	0	4	126	30,663	3	0	4	126
		R4S	26,928	3	0	3	110	29,585	3	0	3	121	29,585	3	0	3	121
		R5	28,284	5	0	4	116	31,075	5	0	4	127	31,075	5	0	4	127
		R5S	29,035	4	0	2	119	31,900	5	0	3	131	31,900	5	0	3	131
		AFR	27,608	3	0	2	112	30,332	3	0	2	123	30,332	3	0	2	123
		AFRR90	27,872	4	0	3	113	30,622	5	0	3	124	30,622	5	0	3	124
		AFRL90	27,989	4	0	3	113	30,751	5	0	3	125	30,751	5	0	3	125

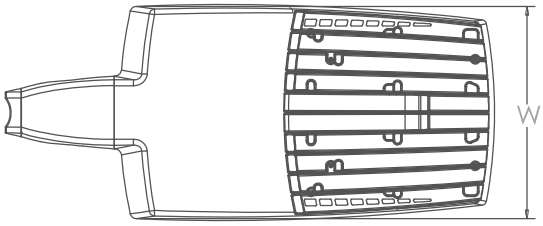
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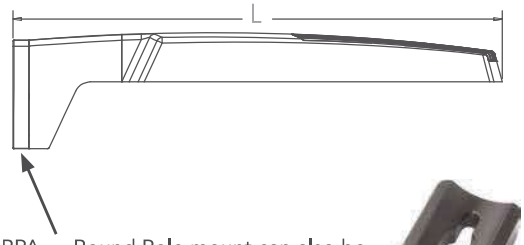
Dimensions & Weights

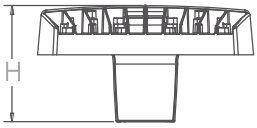
Luminaire Weight by Mounting Type

Mounting Configuration	Total Luminaire Weight
SPA	30 lbs
RPA	32 lbs
MA	30 lbs
WBA	33 lbs
WBASC	36 lbs
IS	33 lbs
AASP	33 lbs
AARP	35 lbs
AAWB	36 lbs
AAWSC	39 lbs

RSX2 with Round Pole Adapter (RPA)





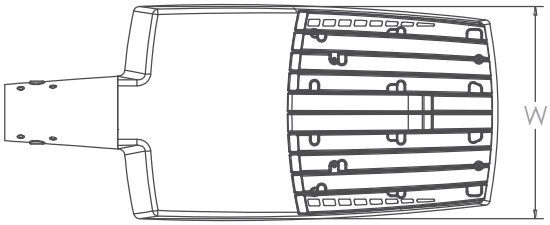


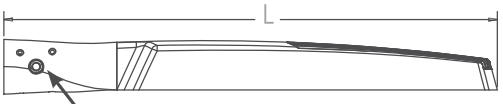
Length: 30.3" (77.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.3 cm) Arm

Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.



RSX2 with Mast Arm Adapter (MA)

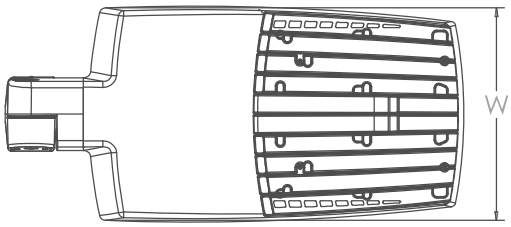


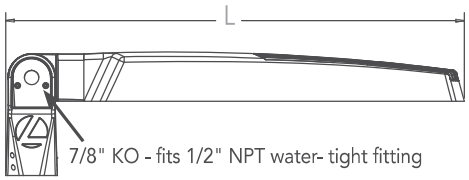


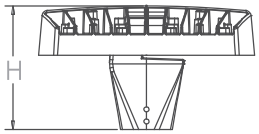


Length: 30.6" (77.7 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
3.5" (8.9 cm) Arm

RSX2 with Adjustable Slipfitter (IS)





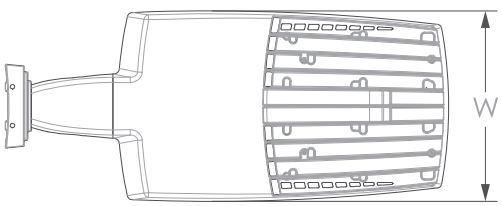


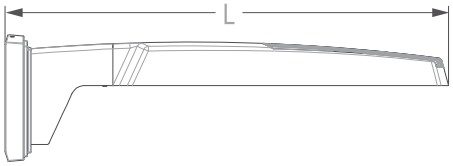
Length: 28.3" (71.9 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.6" (19.3 cm) Arm

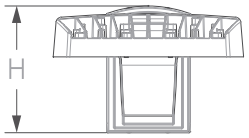
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Dimensions

RSX2 with Wall Bracket (WBA)

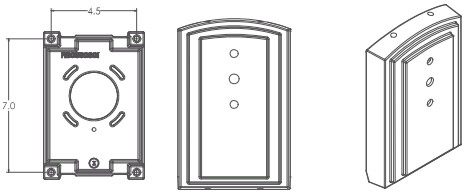




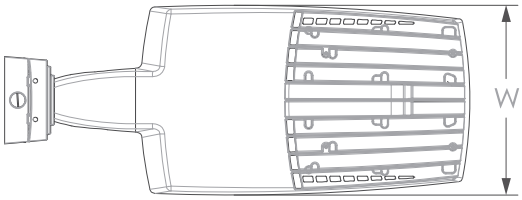


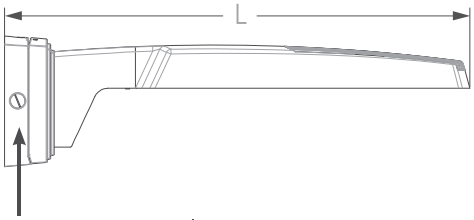
Length: 31.2" (79.2 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail

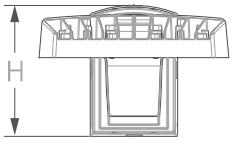


RSX2 with Wall Bracket with Surface Conduit Box (WBASC)



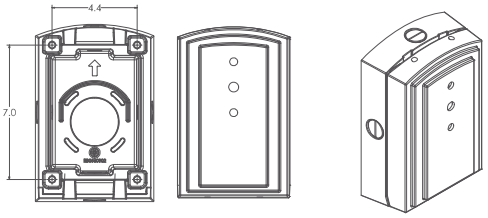


3/4" NPT taps with plugs - Qty (4) provided



Length: 32.8" (83.3 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

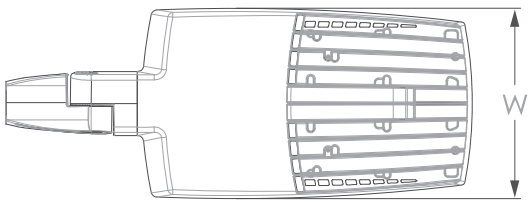
Surface Conduit Box (SCB) Mounting Detail

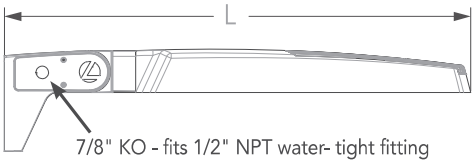


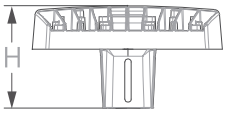
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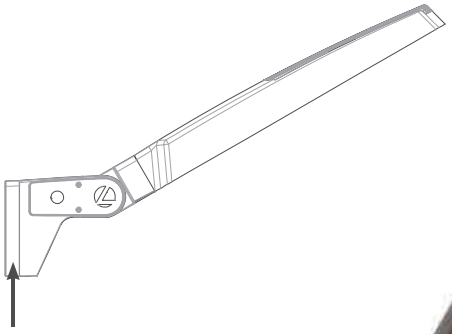
Dimensions

RSX2 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)









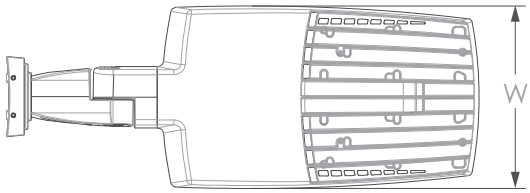
Length: 32.8" (83.3 cm) **AASP**
33.8" (85.9 cm) **AARP**
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.2 cm) Arm

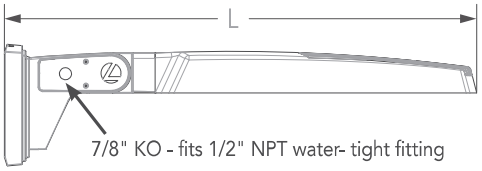
NOTE:
RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

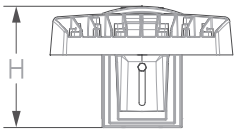


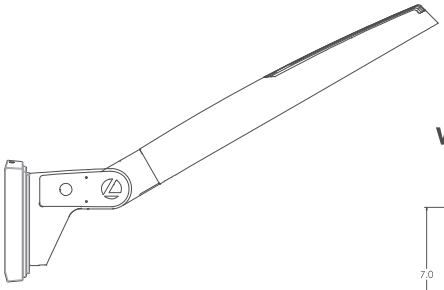
Notes
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.
AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

RSX2 with Adjustable Tilt Arm with Wall Bracket (AAWB)



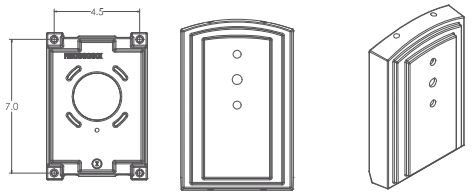






Length: 34.7" (88.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

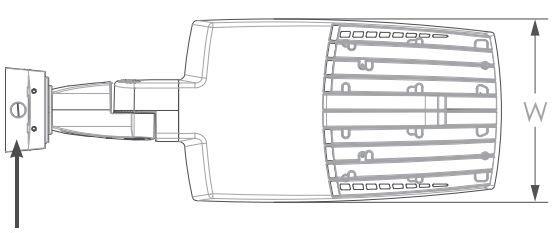
Wall Bracket (WBA) Mounting Detail



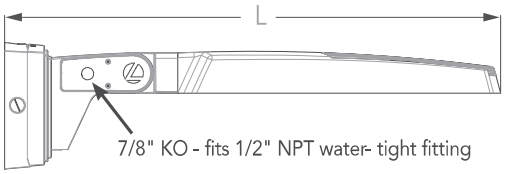
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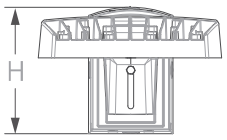
Dimensions

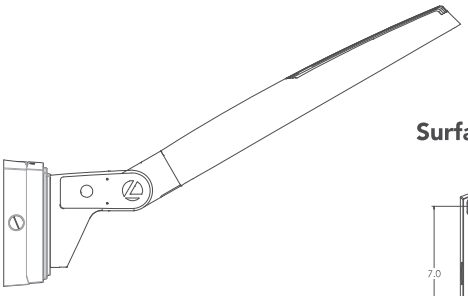
RSX2 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)



3/4" NPT taps with plugs - Qty (4) provided

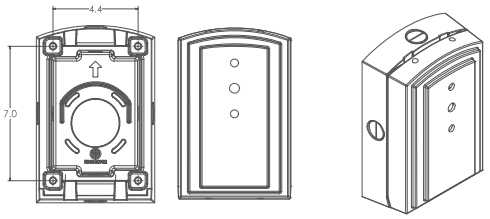




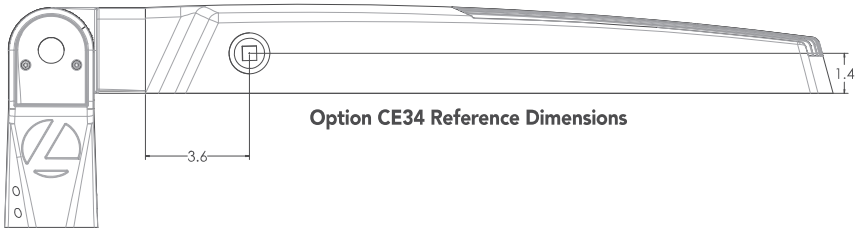


Length: 36.2" (91.9 cm)
Width: 13.4" (40.0 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail

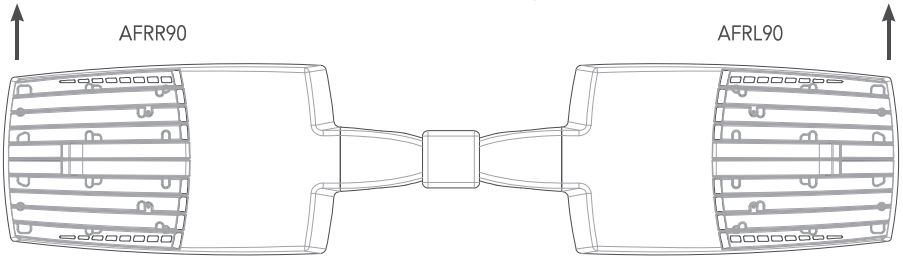


Additional Reference Drawings



Option CE34 Reference Dimensions

Automotive Front Row - Rotated Optics (AFRL90/R90)

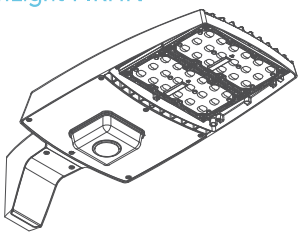


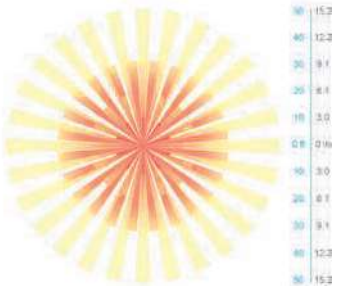
(Example: 2@180 - arrows indicate direction of light exiting the luminaire)

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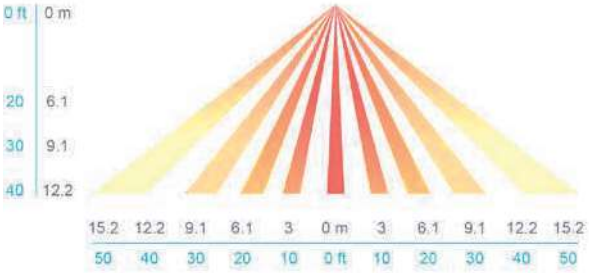
NLTAIR2 PIRHN nLight Sensor Coverage Pattern

nLight PIRHN





Top



Side

Motion Sensor Default Settings - Option PIRHN						
Option	Dimmed State (unoccupied)	High Level (when occupied)	Photocell Operation	Dwell Time (occupancy time delay)	Ramp-up Time (from unoccupied to occupied)	Ramp-down Time (from occupied to unoccupied)
NLTAIR2 PIRHN	Approx. 30% Output	100% Output	Enabled @ 1.5FC	7.5 minutes	3 seconds	5 minutes

*Note: NLTAIR2 PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clairity Pro App. Sensor coverage pattern shown with luminaire at 0°. Sensor coverage pattern is affected when luminaire is tilted.

FEATURES & SPECIFICATIONS

INTENDED USE
The RSX LED area family is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX2 delivers 11,000 to 31,000 lumens and is ideal for replacing 250W to 1000W HID pole-mounted luminaires in parking lots and other area lighting applications.

CONSTRUCTION AND DESIGN
The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral "no drill" mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. Vibration rated per ANSI C136.31: 3G Mountings: Include SPA, RPA, MA, IS, AASP, AARP rated for 3G vibration. 1.5G Mountings: Include WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warrantied not to crack or peel.

OPTICS
Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row) and AFR rotated AFRR90 and ARFL90.

ELECTRICAL
Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS
The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

nLIGHT AIR CONTROLS
The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocontrol functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaries can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclypse. Additional information about nLight Air can be found here.

INSTALLATION
Integral "no-drill" mounting arm allows for fast, easy mounting using existing pole drillings. Select the "SPA" option for square poles and the "RPA" option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the "MA" option to attach the luminaire to a 2 3/8" horizontal mast arm or the "IS" option for an adjustable slipfitter that mounts on a 2 3/8" OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

LISTINGS
CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY
5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

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Catalog Number	
Notes	
Type	

Contractor Select™

COMPACT PRO™

LED Round High Bay



The Compact Pro High Bay (CPRB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses, gymnasiums, and multiple purpose rooms.

FEATURES:

- Compact design saves time and money during installation.
- Patent pending innovative control lens.
- Robust 6kV surge protection per ANSI standards for Industrial environments.
- Operates up to 55°C ambient.
- Standard with permanently attached die-cast aluminum hook with safety latch. Patent pending. Also includes 7' safety chain.
- 0-10V dimming driver standard for 10% to 100% dimming capabilities.

Catalog number	UPC	Description	Lumens	Input watts	Color temperature	Color rendering	Voltage	Distribution	Pallet Qty.
CPRB 18LM MVOLT 40K 80CRI DWH	00196182615429	LED Round High Bay	18,000	132	4000K	80	120-277	Medium	132
CPRB 24LM MVOLT 40K 80CRI DWH	00196182615498	LED Round High Bay	24,000	175	4000K	80	120-277	Medium	66
CPRB AL013 UVOLT SWW9 80CRI DWH	00196182615023	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB AL013 UVOLT SWW9 80CRI DBL	00196182615054	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB AL014 UVOLT SWW9 80CRI DWH	00196182615061	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66
CPRB AL014 UVOLT SWW9 80CRI DBL	00196182615078	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66

Accessories: *Order as separate catalog number.*

Mounting:

CPRBSMB	Surface mount bracket (galvanized)
JEBLMTG ADAPTER M12	3/4" reducer
LPM	Loop, male, damp location
JCBLSC120	10' safety cable
JCBLSC240	20' safety cable

CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as, warehousing, gymnasiums, multi-purpose rooms, and other large indoor spaces. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.**
Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.

CONSTRUCTION:

Cast driver housing gives superior thermal performance. Patent pending polycarbonate lens diffuses light source and reduces glare while protecting LEDs and providing medium distribution. Available in two sizes with optional switchable lumens (12000/15000/18000 or 21000/24000/27000) and color temperatures (4000K/5000K). Static lumen and color temperature versions also available. Field installable sensors available.

FINISH:

Black and white finishes available on switchable units and static available in white only.

ELECTRICAL:

70% lumen maintenance at > 54,000 hours. Thermally protected driver standard with 0-10V dimming allowing for 10% to 100% dimming capability. Fixture comes standard with 6' power cord and 6' low voltage dimming cord. Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015 Multi-volt driver, 120-277V standard for static versions. UVOLT driver, 120-347V standard with switchable versions.

INSTALLATION:

Compact Pro™ package includes patent pending permanently attached hook with safety latch safety hook and 7' galvanized safety cable. 3/4" reducer available for stem or hook mounting. Optional surface mount bracket also available.

LISTINGS:

CSA listed. Damp location listed. IP54 rated. Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling; with the exception of ALO14 which has a -37° C starting temperature.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

Lumens package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
18LM	12.98	12.98	3.16	5
24LM	15.14	15.14	3.35	6.1
ALO13	12.98	12.98	3.16	5
ALO14	15.14	15.14	3.35	6.1

Field installable sensors*	Utilizes sensor
CPRBSNSR MSD7 0V DWH KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DWH KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DWH KIT	MSD 7 ADC WH 0V
CPRBSNSR MSD7 ADC 5V DWH KIT	MSD 7 ADC WH 5V
CPRBSNSR MSD ADC 0V DWH KIT	MSD ADC WH 0V
CPRBSNSR MSD ADC 5V DWH KIT	MSD ADC WH 5V
CPRBSNSR MSD7 0V DBL KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DBL KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DBL KIT	MSD 7 ADC WH 0V
CPRBSNSR MSD7 ADC 5V DBL KIT	MSD 7 ADC WH 5V
CPRBSNSR MSD ADC 0V DBL KIT	MSD ADC WH 0V
CPRBSNSR MSD ADC 5V DBL KIT	MSD ADC WH 5V
CPRBSNSR RMSOD7 DWH KIT	RMSOD 7 ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD7 DBL KIT	RMSOD 7 BW ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45 DWH KIT	RMSOD 45 ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45 DBL KIT	RMSOD 45 BW ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45A DWH KIT	RMSOD 45A ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45A DBL KIT	RMSOD 45A BW ZT EXTDB 90D 50FC G2 J100

* All sensor kits include sensor mounting plate in white (DWH) or black(DBL) to match your fixture.

ACCESSORIES



LPM



3/4" mounting adapter



CPRBSMB

CONTRACTOR SELECT™

LITHONIA LIGHTING

Catalog Number	
Notes	
Type	

Contractor Select™

COMPACT PRO™

LED High Bay



The Compact Pro High Bay (CPHB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses.

FEATURES:

- Compact design saves time and money during installation
- Innovative Glare Control lens meets new DLC 5.1 standards
- Robust 6kV surge protection standard per ANSI standards for Industrial environments
- Operates up to 55°C ambient
- Includes mounting hardware (V-hook & 36" hanger chain)

NOM DLC LISTED PREMIUM DAMP LOCATION™ SA® C US DIMMABLE LED

Catalog Number	UPC	Description	Lumens	Input Watts	Color Temperature	Color Rendering	Voltage	Distribution	Pallet Qty.
CPHB 12LM MVOLT 40K	00194994608325	14" LED High Bay	12,261	88	4000 K	80 CRI	120-277V	Medium	204
CPHB 12LM MVOLT 50K	00194994429548	14" LED High Bay	12,342	88	5000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 40K	00194994429562	14" LED High Bay	14,857	104	4000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 50K	00194994429593	14" LED High Bay	14,955	104	5000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 40K	00194994608295	14" LED High Bay	18,364	134	4000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 50K	00194994429630	14" LED High Bay	18,485	134	5000 K	80 CRI	120-277V	Medium	204
CPHB 24LM MVOLT 40K	00194994429685	22" LED High Bay	24,890	174	4000 K	80 CRI	120-277V	Medium	102
CPHB 24LM MVOLT 50K	00194994429753	22" LED High Bay	25,054	174	5000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 40K	00194994429746	22" LED High Bay	30,298	214	4000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 50K	00194994429784	22" LED High Bay	30,498	214	5000 K	80 CRI	120-277V	Medium	102
CPHB ALO13 MVOLT SWW9 80CRI DWH	00196183428561	14" LED High Bay	12000/15000/18000	89/115/140	4000K/5000K	80CRI	120-277V	Medium	204
CPHB ALO16 MVOLT SWW9 80CRI DWH	00196183428578	22" LED High Bay	24000/27000/30000	177/205/222	4000K/5000K	80CRI	120-277V	Medium	102

More configurations are available. Click here or visit www.acuitybrands.com and search for CPHB.

Accessories: *Order as separate catalog number.*

Mounting:

IBAC120 M100	Aircraft cable 10' with hook (one pair)
IBAC240 M75	Aircraft cable 20' with hook (one pair)
IBHMP	Hook monopoint
CPHBPMPSM	Pendant Monopoint splice box with 3/4" hub (for 12LM - 18LM) ‡
CPHBPMPMD	Pendant Monopoint splice box with 3/4" hub (for 24LM - 30LM) ‡
ZACVH	Aircraft 10' V hanger (one pair)
THUN J2	Surface mount bracket ‡

Wire guards:

WGCPHBSM	Wire guard for CPHB (12LM - 18LM)
WGCPHBMD	Wire guard for CPHB (24LM - 30LM)

‡ Option Value Ordering Restrictions

Option value	Restriction
CPHBPMPSM/MD	Pendant monopoint splice boxes will require wiring from access plate to splice box KO if power is being dropped through pendant conduit. Fixture does not have a KO in center to pull power out of driver channel through splice box
THUN J2	Order quantity required in multiples of 2. 12LM - 18LM requires one per fixture, 24LM - 30LM require two per fixture.

CS CONTRACTOR SELECT™

LITHONIA LIGHTING

Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as warehousing and other large indoor spaces with mounting heights ranging from 10' – permitted. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses. Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.**

CONSTRUCTION:

Extruded aluminum channels enable superior thermal performance.

Glare Control Lens diffuses light source and reduces glare while protecting LEDs.

Lens meets DLC 5.1 standards for UGR (Unified Glare Rating)

Available in two sizes with optional switchable lumens (12000/15000/18000 or 24000/27000/30000) and color temperatures (4000K/5000K).

ELECTRICAL:

70% lumen maintenance at > 100,000 hours.

Thermally protected driver standard with 0-10V dimming.

Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015.

Multi-volt driver, 120-277V standard.

INSTALLATION:

Fixture package includes V-hanger hardware kit with 2- V-hanger brackets and 2- 36" chain lengths.

Fixture is suitable for mounting by chain, cable, surface-mount bracket, or hook monopoint. Surface mounting available using optional THUN surface mount bracket (order separately). Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling. Max operating temperature of 45°C when surface mounted.

LISTINGS:

CSA listed. Damp location listed.

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

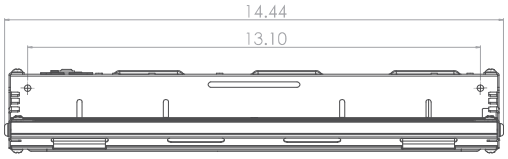
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

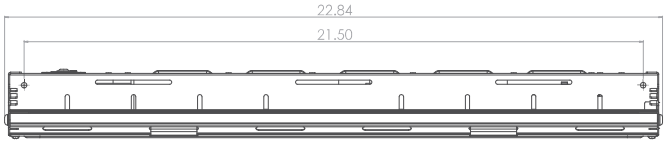
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

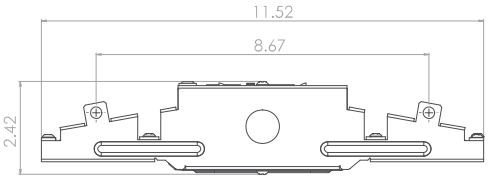
All dimensions are inches (centimeters) unless otherwise indicated.



Side View: CPHB 12LM, 15LM, 18LM, ALO13



Side View: CPHB 24LM, 30LM, ALO16



End View: CPHB 12LM, 15LM, 18LM, 24LM, 30LM, ALO13, ALO16

Lumen package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
12000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
15000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
18000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.5 (2.9)
24000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
30000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
ALO13	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.6 (3.0)
ALO16	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8.1 (3.7)

Nomenclature	Lumen Package	CCT	Lumens	Wattage	Efficacy
CPHB ALO13 MVOLT SWW9 80CRI DWH	12000LM	4000K	12272	89	138
		5000K	12465	89	140
	15000LM	4000K	15117	112	135
		5000K	15248	112	136
	18000LM	4000K	18265	138	132
		5000K	18395	138	133
CPHB ALO16 MVOLT SWW9 80CRI DWH	24000LM	4000K	24193	176	138
		5000K	24415	177	138
	27000LM	4000K	27345	202	135
		5000K	27679	204	136
	30000LM	4000K	29578	221	134
		5000K	29755	222	134

Classic Series
Medium Wall Light



PROJECT INFORMATION	
JOB NAME	
FIXTURE TYPE	Medium Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:
Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:
Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:
Borosilicate glass lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Thermal Management:
Atlas' Patent Pending exclusive Thermal Management System™ features a unique internal design that allows for lower operating temperatures which results in a brighter, whiter light, more stable color and longer LED and driver life.

Listings:
Luminaire is certified to UL/cUL Standards for Wet Locations

DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. [2]*See chart on other next page for qualifying products.*

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.[1]

Driver:
Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 88%z
0-10 V Dimming

LEDs:
3000K, 4000K, 4500K, 5000K CCT Fixed |
4000K, 4500K, 5000K CCT Selectable
Epoxy Guard™ protective conformal coated boards
Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Testing:
Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:
Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

480 Volt: For 480V add suffix 4 to part number.

MANUFACTURED & TESTED IN USA

DLC LISTED [2]

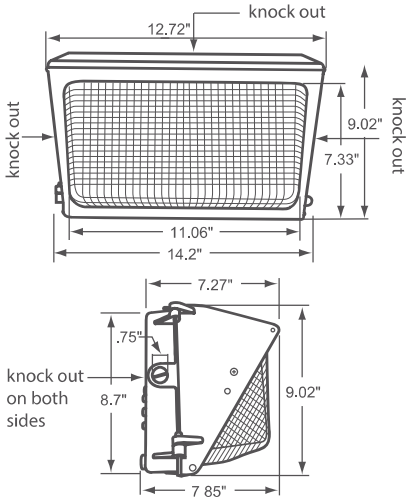
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5 YEAR WARRANTY

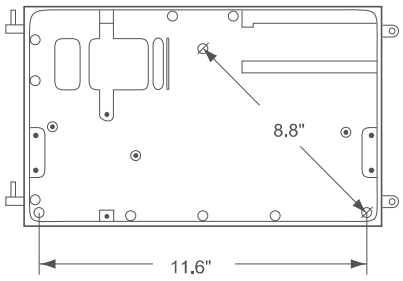
BUY AMERICAN COMPLIANT*

DIMENSIONS

Weight: 9.25 lbs.



MOUNTING DETAIL



[1]*LED Lifespan Based Upon LM-70 Test Results*

Rebates and Incentives are available in many areas.
Contact an Atlas Representative for more information.

Atlas Lighting Products, Inc.
PO Box 2348 | Burlington, NC 27216
800-849-8485 | fax: 1-855-847-2794 | www.atlasled.com

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Classic Series
Medium Wall Light



ORDERING INFORMATION

WLM	S	3-9L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLM = Medium Wall Light	blank = Fixed	43LED = 43 Watts 64LED = 64 Watts 80LED = 80 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* *LP only	Blank = Bronze WT = White* BK = Black* *optional with adder	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	3-9L = 2,500, 5,500, 7,500, 9,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol			

PERFORMANCE DATA

FIXED

UNIT	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
43LED	80	3,908	96	5,276	122	5,726	122	5,308	122	44	B1-U3-G3	175W MH
64LED	80	5,699	92	5,699	92	6,793	113	6,793	113	62	B1-U4-G3	400W MH
80LED	80	8,615	109	8,615	109	8,615	109	8,875	113	79	B2-U4-G4	400W MH

SELECTABLE

UNIT	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
3L - 9L	80	2,601	120	2,704	125	2,602	121	22	B2-U4-G4	400W MH
	80	5,513	126	5,732	131	5,516	126	44		
	80	7,892	123	8,205	127	7,896	123	64		
	80	9,128	120	9,490	130	9,133	120	76		

DLC PRODUCT INFORMATION

UNIT	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC PRODUCT ID	CLASSIFICATION	DLC PRODUCT ID	CLASSIFICATION	DLC PRODUCT ID	CLASSIFICATION	DLC PRODUCT ID	CLASSIFICATION
WLM43LED	n/a	n/a	PT0VHUH7	Standard	PDG4N6GHG	Standard	P2LGOBS9	Standard
WLM64LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WLM80LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

UNIT	DLC PRODUCT ID	CLASSIFICATION
WLMS3-9L	PPJRDDGX	Standard

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Classic Series
Large Wall Light



PROJECT INFORMATION

JOB NAME	
FIXTURE TYPE	Classic Large Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:
Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:
Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:
Lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Listings:
Luminaire is certified to UL/cUL Standards for Wet Locations

DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. [2]*See chart on other next page for qualifying products.*

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.[1]

Driver:
Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 86%

Selectable Lumens and CCT:
Atlas selectable wall lights are quick and easy to select and set up. Selectable lumens range in 4,000 (30W), 7,500 (57W) / 11,000 (86W), 13,000 (102W).

Selectable CCTs: 4000K, 4500K, and 5000K.

LEDs:
Available in 3000K, 4000K, 4500K and 5000K CCT Fixed | 4000K, 4500K, 5000K CCT Selectable
Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Reduced Glare:
Positioning of the LED modules within the housing result in light directed to desired locations and reduces offensive light.

Testing:
Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:
Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

[1]*LED Life Span Based Upon LM-70 Test Results*
[2]*Emergency Back-Up requires larger back housing. Contact Atlas for more details.*

MANUFACTURED & TESTED IN USA

DLC LISTED [2]

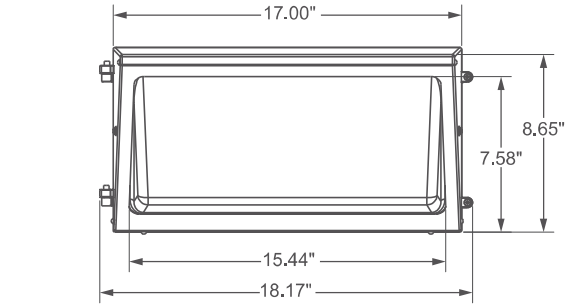
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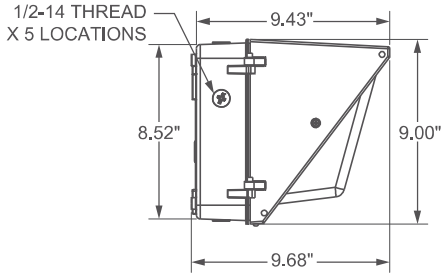
5 YEAR WARRANTY

BUY AMERICAN COMPLIANT*

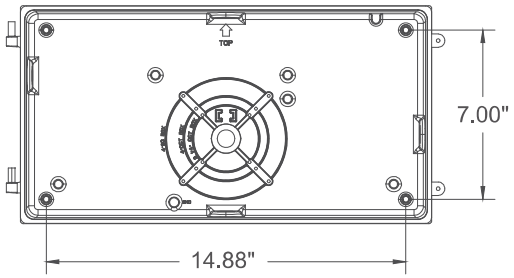
DIMENSIONS

Weight: 9.25 lbs.





MOUNTING DETAIL



Rebates and Incentives are available in many areas.
Contact an Atlas Representative for more information.

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Classic Series
Large Wall Light



ORDERING INFORMATION

WLD	S	4-13L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLD = Large Wall Light	blank = Fixed	64LED = 64 Watts 86LED = 86 Watts 120LED = 120 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* *LP only	Blank = Bronze WT = White* BK = Black* *optional with adder	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	4-13L = 4,000, 7,500, 11,000 13,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol	Blank = 120-277 4 = 347/480* *LP only		

PERFORMANCE DATA

FIXED

Unit	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		Watts	Replaces up to
		Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)		
64LED	80	7,168	117	7,168	117	7,168	117	7,662	126	62	400W MH
86LED	80	9,120	109	9,120	109	9,120	109	9,120	109	84	400W MH
120LED	80	12,510	106	13,170	114	13,170	114	13,170	114	118	400W MH

SELECTABLE

Lumen Package	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		Watts	Replaces up to
		Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)		
4L - 13L	70	3,897	134	4,073	139	3,889	133	29	1000W MH
	70	7,688	135	8,034	141	7,672	134	57	
	70	11,136	130	11,638	136	11,113	130	86	
	70	12,891	126	13,472	138	12,864	126	102	

DLC PRODUCT INFORMATION

Unit	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification
FIXED								
WLD64LED	PLDHU776	Standard	PTKZCYS3	Standard	PATPE48EN	Standard	POLJ214Q	Standard
WLD86LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WLD120LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

SELECTABLE

Unit	DLC Product ID	Classification
WLDS4-13L	PH9T7MLJ	Standard

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Catalog Number	
Notes	
Type	

Contractor Select™

ESXF LED

Floodlights Adjustable+Switchable+Photocell



ESXF1 P0 knuckle mount



ESXF1 knuckle mount



ESXF2 knuckle mount



ESXF3 slipfitter mount



ESXF4 slipfitter mount

The Lithonia Lighting® ESXF LED floodlight is a general-purpose flood that offers a wide selection of options and flexibility. Easy access to adjustable lumen output, color switching, and a selectable photocell turns the ESXF into the fixture you need on the spot. With its wide flood (7x7) distribution and DLC performance, the ESXF is a cost-effective solution, great for illuminating yards, driveways, signage, patios, warehouses, and security applications.

FEATURES:

- Four sizes deliver 1,500 up to 20,000 lumens
- Three power levels of adjustable lumen output. Switchable CCT(30K/40K/50K) offers warm, cool and daylight in a single fixture
- Standard photocell can be turned on or off
- IP66 rated, Die-cast aluminum housing
- Two popular mounting options included
- up to 171 LPW

Adjustable Lumen Output ALO

Switchable CCT SWW2

Dusk-to-Dawn Operation PE

DLC LISTED · IP66 · LED · SP C US · WET LOCATION™ · 5 YEAR warranty

Catalog Number	Adjustable Lumen Output ALO			Switchable CCT SWW2	Dusk-to-Dawn Operation PE	Input Voltage	Included Mounting Options	CRI
ESXF1 P0 SWW2 THK DDB	2500L			Switchable 3000K, 4000K, 5000K	Included Standard, Selectable On/Off	120-277V	Knuckle Only, mounting plate	80CRI
ESXF1 ALO SWW2 KY DDB	1500L	3000L	5000L			120-277V	Knuckle & Yoke, mounting plate	
ESXF2 ALO SWW2 KY DDB	3500L	5500L	7500L			120-277V	Knuckle & Yoke, mounting plate	
ESXF3 ALO SWW2 YS DDB	8500L	10500L	14000L			120-277V	Yoke & SlipFitter	
ESXF3 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	
ESXF4 ALO SWW2 YS DDB	16000L	18000L	20000L			120-277V	Yoke & SlipFitter	
ESXF4 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	

More configurations are available. Click here or visit www.acuitybrands.com and search for ESXF LED.

ESXF Stock Configuations

Catalog Number	UPC	Ci Code	Number of fixtures per pallet	Traditional Replacement
ESXF1 P0 SWW2 THK DDB	00196182393051	*276AL6	400	150W Quartz or 75W HID
ESXF1 ALO SWW2 KY DDB	00196182393204	*276ALH	400	500W Quartz or 150W HID
ESXF2 ALO SWW2 KY DDB	00196182393242	*276ALU	360	500W Quartz or 175W HID
ESXF3 ALO SWW2 YS DDB	00196182393266	*276ALW	144	250W HID
ESXF3 ALO SWW2 UVOLT YS DDB	00196182393273	*276AM0	144	250W HID
ESXF4 ALO SWW2 YS DDB	00196182393280	*276AM2	144	400W HID
ESXF4 ALO SWW2 UVOLT YS DDB	00196182393297	*276AM4	144	400W HID

Accessories: *Order as separate catalog number.*

ESXF P0 and ESXF1 yoke mount accessory
*276ARA ESXF1YK DDB
Click here to visit Accessories.

CONTRACTOR SELECT™

LITHONIA LIGHTING

Included mounting options by size



ESXF1 P0 knuckle mount (pre-installed)



ESXF1 knuckle mount (pre-installed)



ESXF2 knuckle mount (pre-installed)



ESXF3 slipfitter mount



ESXF4 slipfitter knuckle



ESXF1 yoke mount



ESXF2 yoke mount



ESXF3 yoke mount



ESXF4 yoke mount

Electrical Performance Tables

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF1 P0	2500L	17W	3000K	2,372	151
			4000K	2,522	
			5000K	2,503	
ESXF1	1500L	9W	3000K	1,467	171
			4000K	1,560	
			5000K	1,549	
	3000L	19W	3000K	2,915	162
			4000K	3,099	
			5000K	3,076	
	5000L	34W	3000K	4,748	147
			4000K	5,047	
			5000K	5,010	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF3	8500L	53W	3000K	8,139	163
			4000K	8,653	
			5000K	8,589	
	10500L	69W	3000K	10,156	156
			4000K	10,797	
			5000K	10,718	
	14000L	100W	3000K	13,609	145
			4000K	14,469	
			5000K	14,362	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF2	3500L	22W	3000K	3,377	163
			4000K	3,591	
			5000K	3,564	
	5500L	37W	3000K	5,315	151
			4000K	5,651	
			5000K	5,609	
	7500L	56W	3000K	7,223	137
			4000K	7,680	
			5000K	7,623	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF4	16000L	111W	3000K	15,508	148
			4000K	16,487	
			5000K	16,366	
	18000L	124W	3000K	17,274	148
			4000K	18,365	
			5000K	18,230	
	20000L	150W	3000K	19,583	139
			4000K	20,819	
			5000K	20,666	

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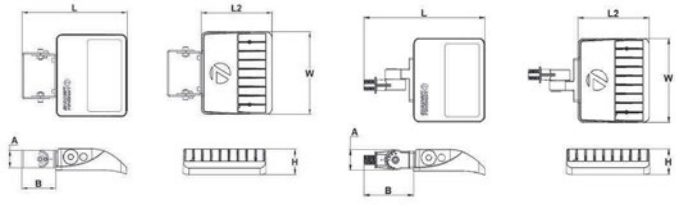
CS CONTRACTOR SELECT™

LITHONIA LIGHTING

Dimensions

All dimensions are inches (centimeters) unless otherwise indicated.

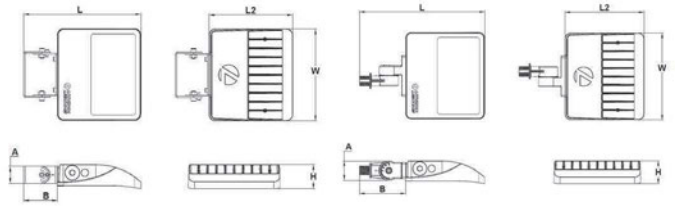
ESXF1



Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF1 SWW2 ALO KY (Yoke)	7.65" (27.8cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.26" (3.2cm)	2.48" (6.3cm)	5.17" (13.2cm)	2.31 lbs (1.048 kg)
ESXF1 SWW2 P0/ALO KY (Knuckle)	8.77" (22.3cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.5" (3.8cm)	3.59" (9.1cm)	5.17" (13.2cm)	2.17 lbs (0.986 kg)

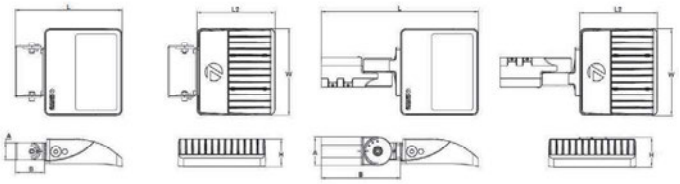
ESXF2



Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF2 SWW2 ALO KY (Yoke)	8.64" (21.9cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.26" (3.2cm)	2.48" (6.3cm)	6.16" (15.6cm)	2.92 lbs (1.324 kg)
ESXF2 SWW2 ALO KY (Knuckle)	9.75" (24.8cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.5" (3.8cm)	3.59" (9.1cm)	6.16" (15.6cm)	2.79 lbs (1.264 kg)

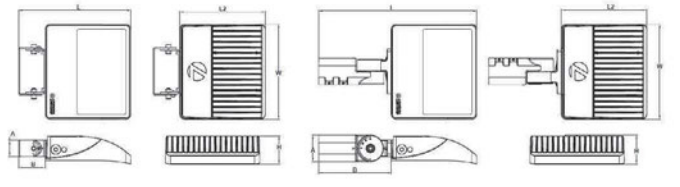
ESXF3



Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF3 SWW2 ALO SY (Yoke)	10.54" (19.4cm)	8.95" (22.7cm)	2.84" (7.2cm)	1.77" (4.5cm)	2.99" (7.6cm)	7.97" (20.2cm)	6.21 lbs (2.818 kg)
ESXF3 SWW2 ALO SY (Slipfitter)	16.07" (40.8cm)	8.95" (22.7cm)	3.04" (7.7cm)	2.95" (7.5cm)	8.11" (7.5cm)	7.97" (20.2cm)	6.48 lbs (2.938 kg)

ESXF4



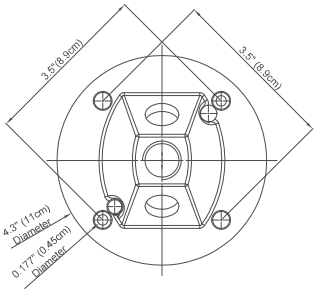
Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF4 SWW2 ALO SY (Yoke)	12.54" (31.8cm)	10.54" (26.8cm)	3.12" (7.9cm)	1.77" (4.5cm)	2.99" (7.6cm)	9.55" (24.3cm)	8.17 lbs (3.706 kg)
ESXF4 SWW2 ALO SY (Slipfitter)	17.66" (44.8cm)	10.54" (26.8cm)	3.22" (8.2cm)	2.95" (7.5cm)	8.11" (20.6cm)	9.55" (24.3cm)	8.43 lbs (3.824 kg)

EPA Data

	Angle of Tilt	0°	10°	20°	30°	40°	50°	60°	70°	80°	90°
ESXF1	Project Area(ft^2)	0.078	0.114	0.15	0.183	0.21	0.231	0.246	0.25	0.25	0.25
	EPA(ft^2)	0.0936	0.1368	0.18	0.2196	0.252	0.2772	0.2952	0.3	0.3	0.3
ESXF2	Project Area(ft^2)	0.09	0.133	0.182	0.226	0.263	0.293	0.314	0.325	0.326	0.32
	EPA(ft^2)	0.108	0.1596	0.2184	0.2712	0.3156	0.3516	0.3768	0.39	0.3912	0.384
ESXF3	Project Area(ft^2)	0.23	0.285	0.383	0.471	0.548	0.608	0.65	0.673	0.674	0.66
	EPA(ft^2)	0.276	0.342	0.4596	0.5652	0.6576	0.7296	0.78	0.8076	0.8088	0.792
ESXF4	Project Area(ft^2)	0.23	0.365	0.494	0.609	0.707	0.785	0.84	0.869	0.87	0.81
	EPA(ft^2)	0.276	0.438	0.5928	0.7308	0.8484	0.942	1.008	1.0428	1.044	0.972

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.



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Specifications

INTENDED USE:

The ESXF LED floodlight is designed to provide a cost effective, energy-efficient solution for the one-for-one replacement of existing traditional sources ranging from 150W quartz up to 400W metal halide. ESXF is well suited for general illumination of parking lots, signage, yards, walkways, landscaping, and other floodlighting applications. ESXF luminaires deliver a uniform, wide flood 7x7 light distribution.

CONSTRUCTION:

The ESXF LED floodlight features sealed die-cast aluminum body and is IP66 listed to withstand moisture and the elements for years to come.

ELECTRICAL:

ESXF features adjustable lumen output include, low, medium, and high. (ESXF P0 static only). Switchable CCT includes between 3000K(warm), 4000K(neutral) or 5000K(daylight) and a selectable dusk to dawn photocell that automatically turns the fixture on in the evening and off the next morning.

Standard 6kVsurge protection tested in accordance to ANSI/IEEE C62.41.2)Category C. ESXF LED luminaries use MVOLT (120-277V) as well as UVOLT (120-347V) on select models. Adjustable lumen output is achieved with 0-10V continuous dimming capable drivers, ensuring system power factor>90% and THD <20%.

INSTALLATION:

ESXF1 (P0) and ESXF2 ship with ½ NPS threaded knuckle mount factory installed and can be mounted to conduit bodies or to 4" electrical boxes using the provided round mounting plate. Yoke mounts can be easily changed in the field to mount to any solid surfaces (ESXF P0, knuckle mount only).

ESXF3 and ESXF4 include a yoke mounting for solid surface mounting and an integral slipfitter that mates with standard 2 3/8" tenons for pole-top mounting. All models ship standard with 18" SO cord.

LISTINGS:

CSA certified to U.S. and Canadian standards. Luminaire is IP66 rated. Rated for -40°C minimum ambient.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



Factory settings
Lumen Output: High
CCT: 4000K
Photocell: On

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Catalog Number
Notes
Type



Contractor Select™

CPX™

LED Panel

CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%

WEIGHT:

2x2
Unit: 6.39lbs
Unit Carton: 7.72lbs
Master Carton: 30.42lbs

2x4
Unit: 11.02lbs
Unit Carton: 13.89lbs
Master Carton: 27.78lbs

Catalog Number	UPC	Description	Lumens	Input Watts	CCT	CRI	Voltage	Pallet qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	31.5	3500K	80	120-277V	40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	31.5	4000K	80	120-277V	40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	31.5	5000K	80	120-277V	40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	38.9	3500K	80	120-277V	20
CPX 2x4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	38.9	4000K	80	120-277V	20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	38.9	5000K	80	120-277V	20
CPX 1X4 ALO7 SWW7 M4	194994568063	1X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X2 ALO7 SWW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X4 ALO8 SWW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	20

NOTES

1. ILBLP CP10 HE SD A remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

CONTRACTOR SELECT™

LITHONIA LIGHTING

Accessories: *Order as separate catalog number.*

ILBLP CP10 HE SD A	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 [1]
DGA14	Drywall grid adapter for 1X4 recessed fixture.
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
1X4SMKSH	Multi-Use Surface Mount Kit 1X4, Shallow Depth
2X2SMKSH	Multi-Use Surface Mount Kit 2x2, Shallow Depth
2X4SMKSH	Multi-Use Surface Mount Kit 2x4, Shallow Depth
1X4SMKSHP PAF	Multi-Use Surface Mount Kit 1X4 Post-Paint
2X2SMKSHP PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSHP PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
RK8BDP 2P U	Disconnect Plug (BDP), 2 Pole, Package of 1
RK8BDP 3P U	Disconnect Plug (BDP), 3 Pole, Package of 1
RK8BDP 2P J10	Disconnect Plug (BDP), 2 Pole, Package of 10
RK8BDP 2P J40	Disconnect Plug (BDP), 2 Pole, Package of 40

Switchable Table

Size(ft)	Nomenclature	Lumen Package	CCT	Lumen	Wattage	Efficacy
1x4	CPX 1X4 AL07 SWW7 M4	Low Lumen	3500K	2430	19.7	123.4
			4000K	2594	19.7	131.7
			5000K	2483	19.5	127.3
		Med Lumen	3500K	3289	28.4	115.8
			4000K	3583	27.2	131.7
			5000K	3369	28.2	119.5
		High Lumen	3500K	3914	35.7	109.6
			4000K	4280	33.7	127
			5000K	4009	35.5	112.9
2x2	CPX 2X2 AL07 SWW7 M4	Low Lumen	3500K	2399	19.1	125.6
			4000K	2570	18.5	138.9
			5000K	2456	19.1	128.6
		Med Lumen	3500K	3356	28.7	116.9
			4000K	3649	27.5	132.7
			5000K	3427	28.5	120.2
		High Lumen	3500K	4131	37.5	110.2
			4000K	4564	35.8	127.5
			5000K	4212	37.3	112.9
2x4	CPX 2X4 AL08 SWW7 M2	Low Lumen	3500K	3813	28.94	131.8
			4000K	4033	28.1	143.5
			5000K	3938	28.86	136.5
		Med Lumen	3500K	4677	36.8	127.1
			4000K	5009	35.55	140.9
			5000K	4834	36.65	131.9
		High Lumen	3500K	6048	50.56	119.6
			4000K	6563	48.53	135.2
			5000K	6241	50.24	124.2

NOTES

1. For MVOLT only, not available with 347V.

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Specifications

INTENDED USE:

CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.** Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

CONSTRUCTION:

The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL:

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

LISTINGS:

CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non Food Zone. NOM Certified.

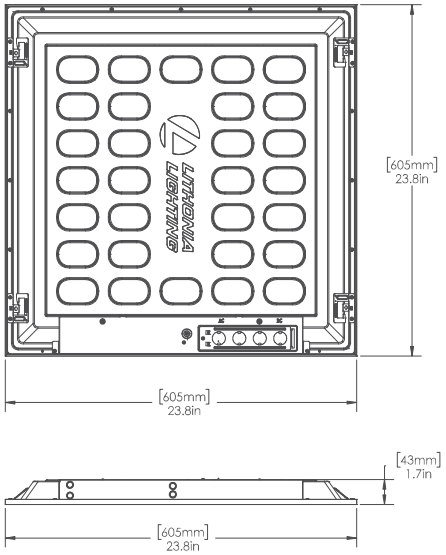
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

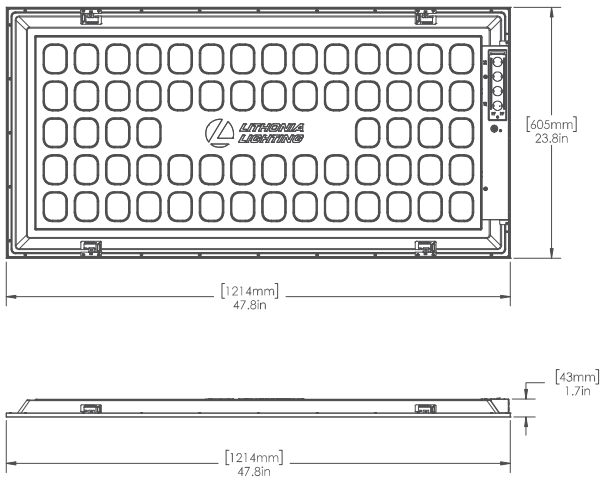
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

2'x2'



2'x4'



All dimensions are inches (millimeters) unless otherwise indicated.

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Catalog Number	
Notes	
Type	

Contractor Select™

ECRG

Lithonia Lighting Basics™ Emergency Light/Exit Combo



The Lithonia Lighting® ECRG, is a combination of exit and emergency lighting. The ECRG is ideal for safely illuminating the path of egress above-the-door in small spaces at lower mounting heights while providing 90 minutes of emergency power. Available in red and green letters.

FEATURES:

- Internal toggle switch for red or green exit
- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard
- ECRG RD: multi-voltage 120-277V, 50/60Hz
- ECRG SQ: dual-voltage 120/277, 60Hz

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ECRG RD M6	00194994900412	Red/Green LED Exit/Unit Combo, Round Lamp Heads	120–277V	2W	2W	.03	.02	360	6
ECRG HO RD M6	00194994900429	Red/Green LED Exit/Unit Combo with remote capacity, Round Lamp Heads	120–277V	2.8W	2.8W	.05	.03	360	6
ECRG SQ M6	00194994900467	Red/Green LED Exit/Unit Combo, Square Lamp Heads	120/277V	3.5W	3.5W	.03	.02	360	6
ECRG HO SQ M6	00194994900504	Red/Green LED Exit/Unit Combo with remote capacity, Square Lamp Heads	120/277	4W	4W	.03	.02	360	6

Battery Capacity and Loading (HO only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
3.6V	2W (ECRG RD)	2 - ERE W SGL RD M24
		1 - ERE W T RD M24
		2 - ERE GY SGL WP RD M12
		1 - ERE GY T WP RD M12
	3W (ECRG SQ)	3 - ERE GY SGL WP SQ M12
		1 - ERE GY T WP SQ M12

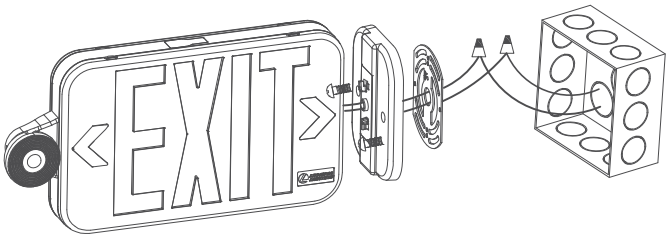
* Remotes are in addition to the lamp heads on the product.

Accessories: *Order as separate catalog number.*

ERE W SGL RD	Single, LED indoor remote head, round, ivory white, .75W, 3.6V input. See spec sheet ERE.[1]
ERE W T RD	Twin, LED indoor remote head, round, ivory white, 1.5W, 3.6V input. See spec sheet ERE.[1]
ERE GY SGL WP RD	Single, LED weather-proof head, round, gray,0.75W, 3.6V input. See spec sheet ERE.[1]
ERE GY T WP RD	Twin, LED weather-proof head, round, gray, 1.5W, 3.6V input. See spec sheet ERE.[1]
ERE GY SGL WP SQ	Single, LED weather-proof remote head, square, gray, 1W, 3.6V-12V voltage sensing. See spec sheet ERE.[1]
ERE GY T WP SQ	Twin, weather-proof, remote head, square, gray, 2W, 3.6V-12V voltage sensing. See spec sheet ERE.[1]
ELA WG3	Wireguard (back mount), 30 5/8"W x 13 3/4"H x 6"D. See spec sheet ELA-WG.

1 Only available with HO option.

ECRG side/end mount example



Dimensions

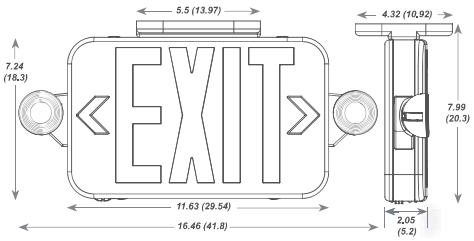
ECRG RD

Length:
16.46 (41.8)

Depth:
2.05 (5.2)

Height:
7.24 (18.3)

Weight:
RD - 1.9 (0.86kgs)
HO RD - 1.95 (0.88kgs)



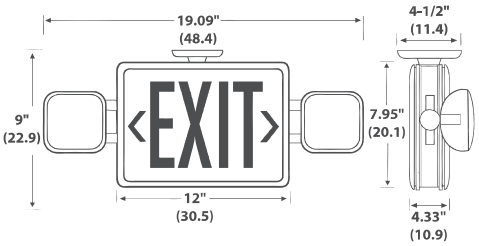
ECRG SQ

Length:
19.09 (48.4)

Depth:
4.33 (10.9)

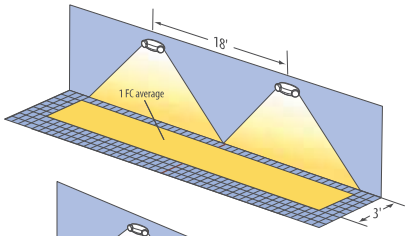
Height:
7.95 (20.1)

Weight:
SQ - 3.09 lbs. (1.40kgs)
HO SQ - 3.25 lbs (1.47kgs)

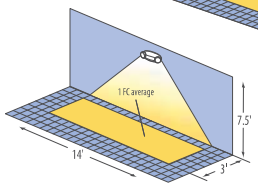


All dimensions are inches (centimeters) unless otherwise indicated.

ECRG RD

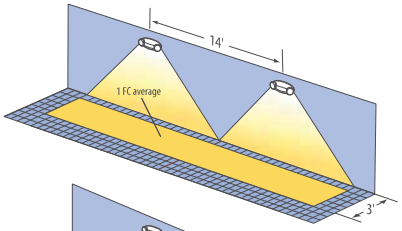


Example of multiple ECRG RD luminaires illuminating a 3' path of egress.

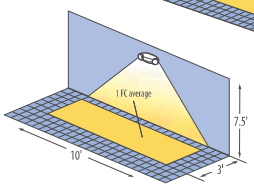


Example of single ECRG RD illuminating a 3' path of egress.

ECRG SQ



Example of multiple ECRG SQ luminaires illuminating a 3' path of egress.



Example of single ECRG SQ illuminating a 3' path of egress.

Spacing guidelines

Maximum Spacing Guidelines[1]							
Series	Mounting Height	Illumination Level	Single Luminaire		Multiple Luminaires		Application Notes
			3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
ECRG RD	7.5'	1FC Avg	14'	10'	18'	14'	"100' Corridor 8' wide, and 9' high with 80/50/20 reflectances"
ECRG SQ	7.5'	1FC Avg	10'	6'	14'	11'	

Notes:
1. Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

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Specifications

INTENDED USE:
Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet code required emergency lighting. Ideal for applications requiring low profile, emergency unit for lower mounting heights. The ECRG has an internal switch that ships standard as a red emergency light/exit combo and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:
The housing is a standard white thermoplastic with a compact and low-profile design with all-inclusive lamp, reflector and lens assembly. It is 5VA flame rated and impact-resistant.

OPTICS:
The typical life of the LED is 10 years.

ECRG is 0.75W white LED per lamp head

ECRG SQ is 1W LED per lamp head.

CRI: RD 80CRI
SQ 75CRI

CCT: RD 6200K
SQ 6200K

Lumen: RD 85 lumens
SQ 113 lumens

ELECTRICAL:
ECRG RD: multi-voltage 120-277V, 50/60Hz.

ECRG SQ: dual-voltage 120/277, 60Hz.

Bi-color LED status indicator for battery condition. (Green-normal, Red-check battery).

ECRG HO RD has 2W of remote capacity and ECRG HO SQ has 3W of remote capacity.

BATTERY: 3.6V maintenance-free, rechargeable, Nickel metal hydride.

INSTALLATION:
ECRG RD: Top, end and back mount.

ECRG SQ: Top, end and back mount.

Mounting pattern on canopy (top and side mount) and back plate (back mount) fits most standard size junction boxes.

LISTINGS:
UL Listed. Meets all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), FCC Title 47, Part 15, Subpart B and OSHA.

Indoor damp location 50°F to 104°F (10°C to 40°C) listed.

WARRANTY:
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

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Catalog Number	
Notes	
Type	



Contractor Select™

EXRG

Lithonia Lighting Basics™ LED Exit

The Lithonia Lighting Basics™ EXRG Exit Sign is suitable for emergency signage applications such as stairways and hallways. This fully assembled single-face exit with extra faceplate is available in red and green letters. It's low profile makes it ideal for safely illuminated the path of egress in small spaces and can be wall or ceiling mounted. The emergency power provides 90 minutes of illumination in the event of a power loss.

FEATURES:

- Internal toggle switch for red or green letter color selection
- Test switch and status indicator for low maintenance (EL emergency models only)
- UL indoor damp location 50° to 104°F (10°C to 40°C) listed standard
- For use with Dual voltage 120/277VAC
- Internal switch for color selection

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
EXRG M6	00194994900658	Red/Green Exit, AC Only	120/277	1W	1W	0.09	0.09	360	6
EXRG EL M6	00194994900696	Red/Green Exit with Ni-MH backup battery	120/277	1W	1W	0.09	0.09	360	6

Accessories[1]: *Order as separate catalog number.*	
ELA WG1	Wireguard (back mount only, 13 3/4"H x 15 1/4"W x 6"D)

NOTES

1. See spec sheet ELA-WG for more information.

Specifications

INTENDED USE:
LED lighted exit signs for marking the means of egress in accordance with Life Safety Code NFPA 101. The EXRG has an internal switch that ships standard as a red exit and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:
Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design components for easy installation. Universal J-box pattern. Universal chevrons are easily removed for directional indication.

Fully assembled single face with extra faceplate for easy field-conversion to double face.

Letters 6" high with 3/4" stroke, with 100 ft viewing distance rating, based on UL924 standards.

OPTICS:
The typical life of the LED lamp is 10 years.

ELECTRICAL:
Dual-voltage input 120V or 277V AC. Non-emergency (AC only without battery) or Emergency exit with battery. The emergency model includes the test switch, status indicator and rechargeable battery.

Battery: (EL models) maintenance-free Nickel metal hydride battery provides 90 minutes of emergency power.

INSTALLATION:
Top, back or end mounting capability (canopy included).

LISTINGS:
UL Listed. Meets UL 924, NFPA 101 (current Life Safety Code) , NFPA 70-NEC, FCC Title 47, Part 15, Subpart B and OSHA illumination standards. Indoor damp location 50° to 104°F (10°C to 40°C) listed standard.

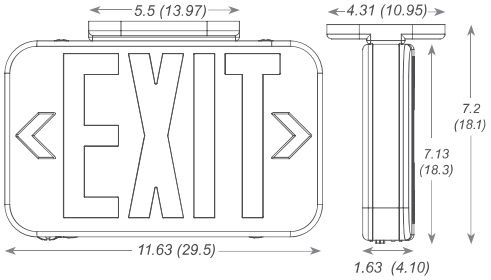
WARRANTY:
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

Length: 11.63 (29.5)
Depth: 1.63 (4.1)
Height: 7.2 (18.3)
Weight: EL: 1.6 LB
AC: 1.59 LB



All dimensions are inches (centimeters) unless otherwise indicated.

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Catalog Number	
Notes	
Type	

Contractor Select™

ELM2L

Quantum® Contemporary Commercial LED Emergency Light



The Lithonia Lighting® Quantum® ELM2L Emergency Light is suitable for emergency lighting for applications such as stairways and hallways. Its high performance LED lamp heads makes the ELM2L ideal for safely illuminating the path of egress for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights. It can be wall or ceiling mounted and will provide 90 minutes of emergency power in the case of power loss.

FEATURES:

- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard

† Small Battery Chargers Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ELM2L M12	191848091920	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Nickel-cadmium battery	120/277V, 60hz	1.09	1.09	0.018	0.018	432	12
ELM2L UVOLT LTP M12	191848078112	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Lithium Iron Phosphate Battery, Remote capacity	120-347V, 50/60Hz	1.35	1.35	0.022	0.022	432	12

Battery Capacity and Loading (ELM2L UVOLT LTP M12 Only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
9.6V	4.8W	2- ELMRE LP220L SGL M12
		1- ELMRE LP220L T M12
		1 - ELMRE LP220L FXO
		2 - ERE GY SGL WP SQ M12
		1 - ELA QWP L0309
		1 - ERE GY T WP SQ M12

* Remotes are in addition to the lamp heads on the product.

Accessories: *Order as separate catalog number.*	
ELA WG1	Wireguard 15-1/4" W x 13-3/4" H x 6" D (back mount only). See spec sheet ELA-WG.
WPVS SML W	Wet protective vandal shield (must be used for wet location applications)

CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:
Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet and exceed code required emergency lighting. Ideal for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights.

CONSTRUCTION:
The housing is a standard white thermoplastic with a compact and low-profile contemporary design. It is 5VA flame rated, impact-resistant, scratch-resistant and corrosion proof. The UV-stable resin resists discoloration from natural and man-made light sources. The back-plate contains a universal j-box mounting pattern to facilitate ease of installation on a wide variety of j-boxes and the front housing allows tool-less access for ease of maintenance.

OPTICS:
The typical life of the LED is 10 years. Two 1.2W LED Lamps.

ELECTRICAL:
Orderable in multiple voltages. Emergency unit provided with test switch, status indicator and rechargeable battery. Sealed, maintenance-free nickel-cadmium or Lithium Iron Phosphate battery provides at least 90 minutes of emergency power.

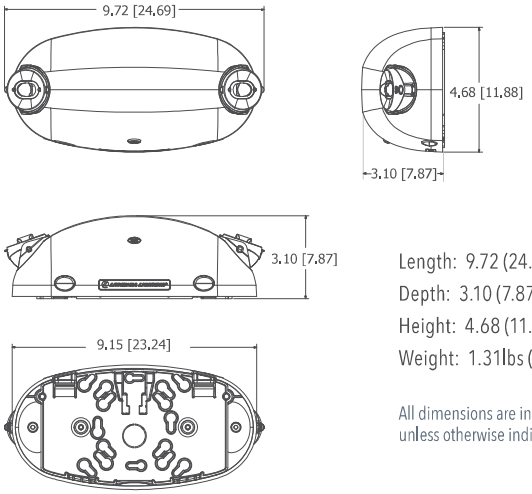
INSTALLATION:
Wall and ceiling mount. Tool-less removal of front cover from back-plate for ease of installation and maintenance.

LISTINGS:
UL damp location listed standard and wet location listed when used with the WPVS accessory, all at 50-104°F (10-40°C). Meets or exceeds all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), NOM (Norma Oficial Mexicana), California Energy Commission Title 20 section 1605.3 (W)(4), FCC Title 47, Part 15, Subpart B and OSHA. List and labeled to comply with Canadian Standards C22.2 No. 141-10.

WARRANTY:
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions



Length: 9.72 (24.69)
Depth: 3.10 (7.87)
Height: 4.68 (11.88)
Weight: 1.31lbs (0.59kg)

All dimensions are inches (centimeters) unless otherwise indicated.

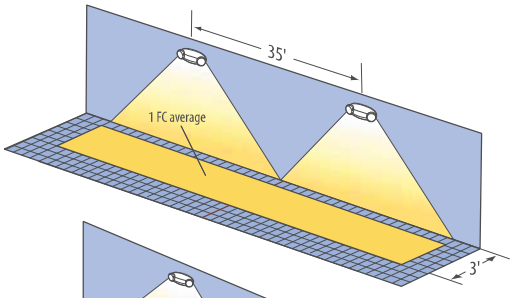
Spacing guidelines

Maximum Spacing Guidelines — ELM2L

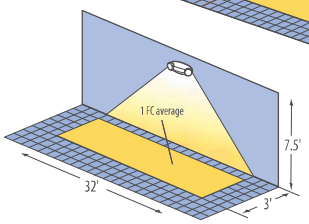
Mounting Height	Illumination Level	Single Luminaire Coverage		Multiple Luminaire Spacing		Application Notes
		3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
7.5'	1FC Avg [1]	32'	24'	35'	28'	100' Corridor, 8' wide, and 12' high with 80/50/20 reflectances
10'	1FC Avg [1]	20'	14'	27'	23'	

Notes:
1. Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

*Note: To see complete photometric report or download the .ies file for this product, visit Lithonia Lighting ELM2L home page.



Example of multiple ELM2L luminaires illuminating a 3' path of egress.



Example of single ELM2L illuminating a 3' path of egress.

* Application image examples are using LP220L lamp.

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Performance Downlight
Field-Adjustable

RAB

6"

FIELD ADJUSTABLE

9W/12W | 14W/18W | 7W/10W/18W



8"

FIELD ADJUSTABLE



9.5"

FIELD ADJUSTABLE



CLASSIFIED UL | AIRTIGHT HOUSING | ENERGY STAR | FC

UL LISTED | WET RATED | IC RATED | 2016 TITLE 24 PART 6

Project:	Type:
Prepared by:	Date:

Features

- High Performance LEDs for commercial applications
- Replacement for traditional Compact Fluorescent recessed downlights
- Compatible with new construction or retrofit installations
- UL wet and Energy Star rated
- Meets air-tight requirements
- Lumen and CCT Selectable
- Matte white smooth trim finish
- Available in 3 CCTs: 3000K, 3500K, 4000K
- 0-10V dimmable
- Spring loaded retention clips
- 5-Year, No-Compromise Warranty

Technical Specifications

CCT and Lumen Selectable:
Choose lumen output and color temperature before installation with integrated switch

UL Listed & UL Classified
Suitable for wet locations

Energy Star V2.2:
This product is Energy Star® Version 2.2 Certified.

California Title 24:
Can be used to conform with the requirements of California Title 24 Part 6

Dimming Driver:
Driver includes dimming control wiring for 0-10V dimming systems. Requires seperate 0-10V DC dimming circuit. Dims as low as 10%

Input Voltage:
120V through 277V

Operating Frequency:
50/60Hz

Lifespan:
50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:
Long-life, high-efficacy surface-mount LEDs

R9 Value:
High color performance with R9 greater than or equal to 50

Flicker:
Silent and flicker free operations of less than 30%

IC Rated:
Suitable for direct contact with insulation

Air Tight:
Housing certified Air Tight as per ASTM E283

Trim:
Smooth Trim

Housing:
Constructed from durable steel sheet metal

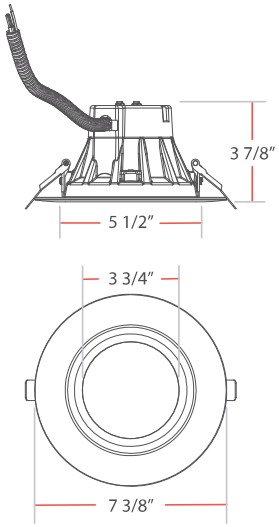
Maximum Ambient Temperature:
Suitable for use in 40˚C (104˚F)

Finish:
Matte White

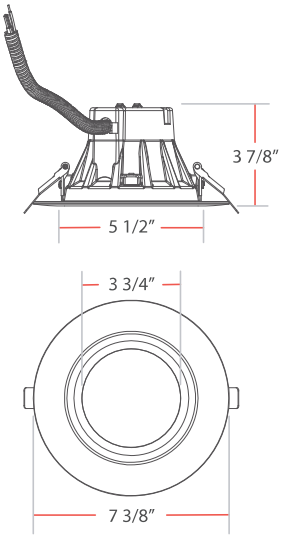
Dimensions

6"

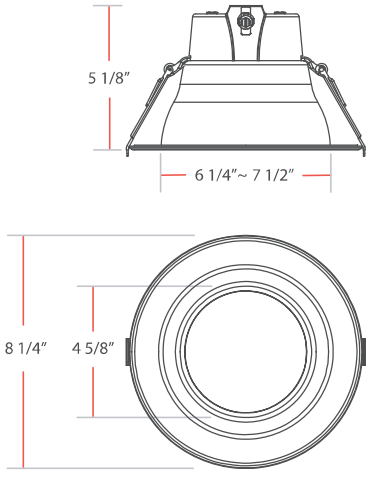
9/12W



14/18W

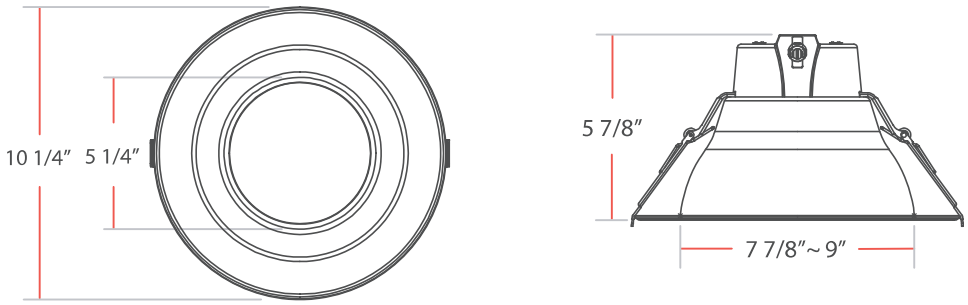


7/10/18W



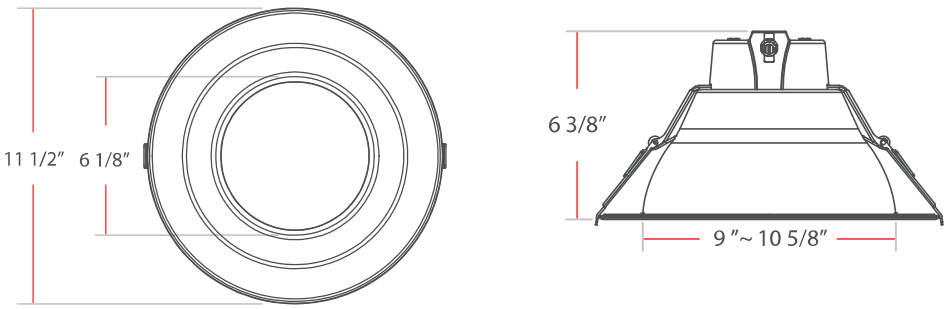
8"

10/15/22W



9.5"

10/15/22W

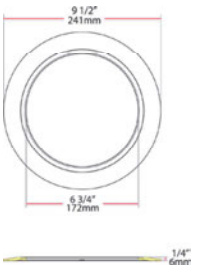
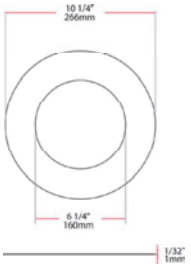
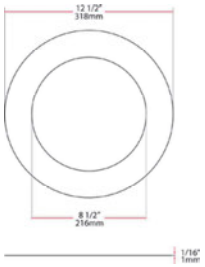
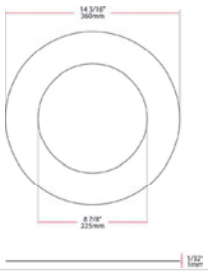


Performance

RAB

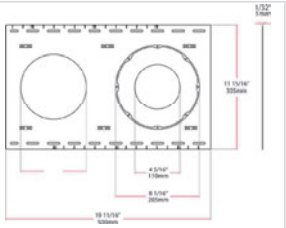
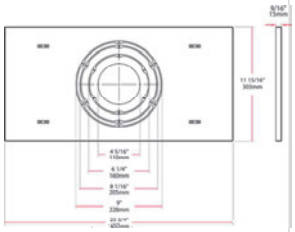
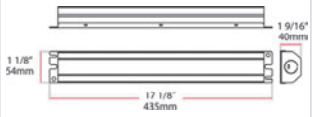
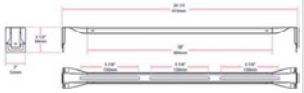
2 Lumen Output	Size	Wattage	Lumens	Efficacy (lm/W)	Color Accuracy (CRI)
C6R9/129FAUNVW 3000K 3500K 4000K	6"	9/12	700 lm 900 lm	78	90
C6R14/189FAUNVW 3000K 3500K 4000K	6"	14/18	1200 lm 1500 lm	86	90
3 Lumen Output	**Size**	**Wattage**	**Lumens**	**Efficacy (lm/W)**	**Color Accuracy (CRI)**
C6R7/10/189FAUNVW 3000K 3500K 4000K	6"	7/10/18	700 lm 1000 lm 1500 lm	100	90
C8R10/15/229FAUNVW 3000K 3500K 4000K	8"	10/15/22	1000 lm 1500 lm 2000 lm	100	90
C9.5R20/25/329FAUNVW 3000K 3500K 4000K	9.5"	20/25/32	2000 lm 2500 lm 3000 lm	100	90

Accessories

Images	SKU Number	Description	Construction	Dimensions	Case Qty
Goof Rings - Plastic					
	**DL6-8GOOF/R/P**	6" Goof Ring for 6" Downlight - 2 Lumen Output Models	Robust Polycarbonate construction. Matte White Finish		
Goof Rings - Metal					
	**DL8-10GOOF/R/M**	10" Goof Ring for 8" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	DL10-12GOOF/R/M	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	**DL12-14GOOF/R/M**	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		

Accessories

RAB

Mounting Plates					
	**DLPLATE/SJ**	New Construction Plate for Stud/ Joist mounting for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10
	**DLPLATE/T**	New Construction or Remodel Plate for T-Grid ceilings for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10
Emergency Driver					
	**DRI-25-EMGR-DC**	Emergency Driver	Sturdy galvanized steel construction		4
	**BRACKET_TG_DRI**	T-Grid bracket for Emergency Driver	Sturdy galvanized steel construction		12

Ordering Matrix

RAB

Product	Size	Shape	Wattage	CRI/Color Temp	Voltage	Finish
C		R		9FA	UNV	W
	6 6" **8** 8" **9.5** 9.5"	**R** Round	**700lm-1500lm** 7/10/18 **700lm-900lm** 9/12 **1000lm-2000lm** 10/15/22 **1200lm-1500lm** 14/18 **2000lm-3000lm** 20/25/32	9FA **90 CRI, Field Adjustable**	**120-277V** UNV	**W** White



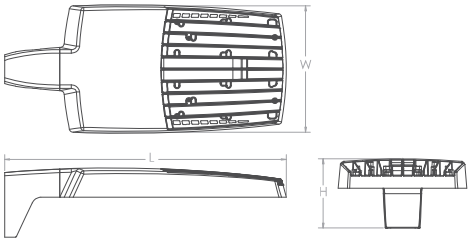
RSX2 LED
Area Luminaire

Catalog Number	RSX2 LED P6 40K SPA FAO DDBXD
Notes	
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA (ft²@0°):	0.69 ft² (0.06 m²)
Length:	29.3" (74.4 cm) (SPA mount)
Width:	13.4" (34.0 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.3 cm) Arm
Weight: (SPA mount)	30.0 lbs (13.6 kg)



Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Ordering Information

EXAMPLE: RSX2 LED P6 40K R3 MVOLT SPA DDBXD

RSX2 LED	P6	40K	R5	MVOLT	SPA
Series	**Performance Package**	**Color Temperature**	**Distribution**	**Voltage**	**Mounting**
RSX2 LED	P1	30K 3000K	R2 Type 2 Wide	MVOLT (120V-277V) [2]	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3 Type 3 Wide	HVOLT (347V-480V) [3]	RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R3S Type 3 Short	XVOLT (277V-480V) [4]	MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		R4 Type 4 Wide	**(use specific voltage for options as noted)**	IS Adjustable slipfitter (fits 2-3/8" OD tenon) [6]
	P5		R4S Type 4 Short	120 [3] 277 [5]	WBA Wall bracket [1]
	P6		R5 Type 5 Wide [1]	208 [3] 347 [5]	WBASC Wall bracket with surface conduit box
			R5S Type 5 Short [1]	240 [3] 480 [5]	AASP Adjustable tilt arm square pole mounting [6]
			AFR Automotive Front Row		AARP Adjustable tilt arm round pole mounting [6]
			AFRR90 Automotive Front Row Right Rotated		AAWB Adjustable tilt arm with wall bracket [6]
			AFRL90 Automotive Front Row Left Rotated		AAWSC Adjustable tilt arm wall bracket and surface conduit box [6]

FAO

Options

Shipped Installed

HS	House-side shield [7]
PE	Photocontrol, button style [8,9]
PEX	Photocontrol external threaded, adjustable [9,10]
PER7	Seven-wire twist-lock receptacle only (no controls) [9,11,12,13]
CE34	Conduit entry 3/4" NPT (Qty 2)
SF	Single fuse (120, 277, 347) [5]
DF	Double fuse (208, 240, 480) [5]
SPD20KV	20KV Surge pack (10KV standard)
FAO	Field adjustable output [9,13]
DMG	0-10V dimming extend out back of housing for external control (control ordered separate) [9,13]
DS	Dual switching [9,14]

Shipped Installed

***Standalone and Networked Sensors/Controls (factory default settings, see table page 9)**

NLTAIR2	nLight AIR generation 2 [13,15,16]
PIRHN	Networked, Bi-Level motion/ambient sensor (for use with NLTAIR2) [13,14,17]

*Note: PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted.

Shipped Separately (requires some field assembly)

EGS	External glare shield [6]
EGFV	External glare full visor (360° around light aperture) [7]
BS	Bird spikes [18]

DDBXD

Finish

DDBXD	Dark Bronze
DBLXD	Black
DNAXD	Natural Aluminum
DWHXD	White
DDBTXD	Textured Dark Bronze
DBLBXD	Textured Black
DNATXD	Textured Natural Aluminum
DWHGXD	Textured White

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Ordering Information

Accessories

Ordered and shipped separately.

RSX2HS	RSX2 House side shield (includes 2 shields)
RSX2EGS (FINISH) U	External glare shield (specify finish)
RSX2HSAFRR (FINISH) U	RSX2 House side shields for AFR rotated optics (includes 2 shields)
RSX2EGFV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole adaptor plate (specify finish)
RSXWBA (FINISH) U	RSX WBA wall bracket (specify finish) [1]
RSXSCB (FINISH) U	RSX Surface conduit box (specify finish, for use with WBA, WBA not included)
DLL127F 1.5 JU	Photocell -SSL twist-lock (120-277V) [19]
DLL347F 1.5 CUL JU	Photocell -SSL twist-lock (347V) [19]
DLL480F 1.5 CUL JU	Photocell -SSL twist-lock (480V) [19]
DSHORT SBK U	Shorting cap [19]

NOTES

1. Any Type 5 distribution, is not available with WBA.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3. HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
4. XVOLT driver not available with P1. XVOLT driver operates on any line voltage from 277V-480V (50/60 Hz). XVOLT not available with fusing (SF or DF) and not available with PE or PEX.
5. Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
6. Maximum tilt is 90° above horizontal.
7. It may be ordered as an accessory.
8. Requires MVOLT or 347V.
9. Not available in combination with other light sensing control options (following options cannot be combined: PE, PEX, PER7, FAO, DMG, DS, PIRHN).
10. Requires 120V, 208V, 240V, or 277V.
11. Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included. Dimming leads capped for future use.
12. For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010.
13. Two or more of the following options cannot be combined including DMG, DS, PER7, FAO and PIRHN.
14. DS only available on performance package P5 and P6.
15. Must be ordered with PIRHN.
16. Requires MVOLT or HVOLT.
17. Must be ordered with NLTAIR2. For additional information on PIRHN visit here.
18. Must be ordered with fixture for factory pre-drilling.
19. Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

External Shields



House Side Shield



External Glare Shield

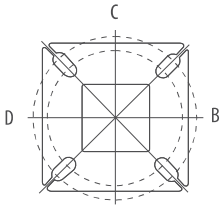


External 360 Full Visor

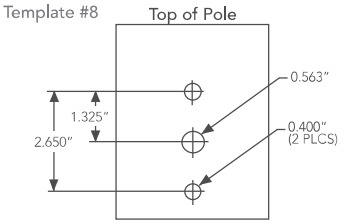
Pole/Mounting Informatiion

Accessories including bullhorns, cross arms and other adpaters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit Accessories.

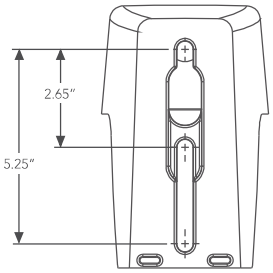
HANDHOLE ORIENTATION



RSX POLE DRILLING



RSX STANDARD ARM & ADJUSTABLE ARM



Round Tenon Mount - Pole Top Slipfitters

Tenon O.D.	RSX Mounting	Single	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2 - 3/8"	RPA, AARP	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 320	AS3-5 390	AS3-5 490
2 - 7/8"	RPA, AARP	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	RPA, AARP	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Drill/Side Location by Configuration Type

Drilling Template	Mounting Option	Single	2 @ 180	2 @ 90	3 @ 120	3 @ 90	4 @ 90
	Head Location	Side B	Side B & D	Side B & C	Round Pole Only	Side B, C & D	Side A, B, C & D
#8	**Drill Nomenclature**	DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS

RSX2 - Luminaire EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

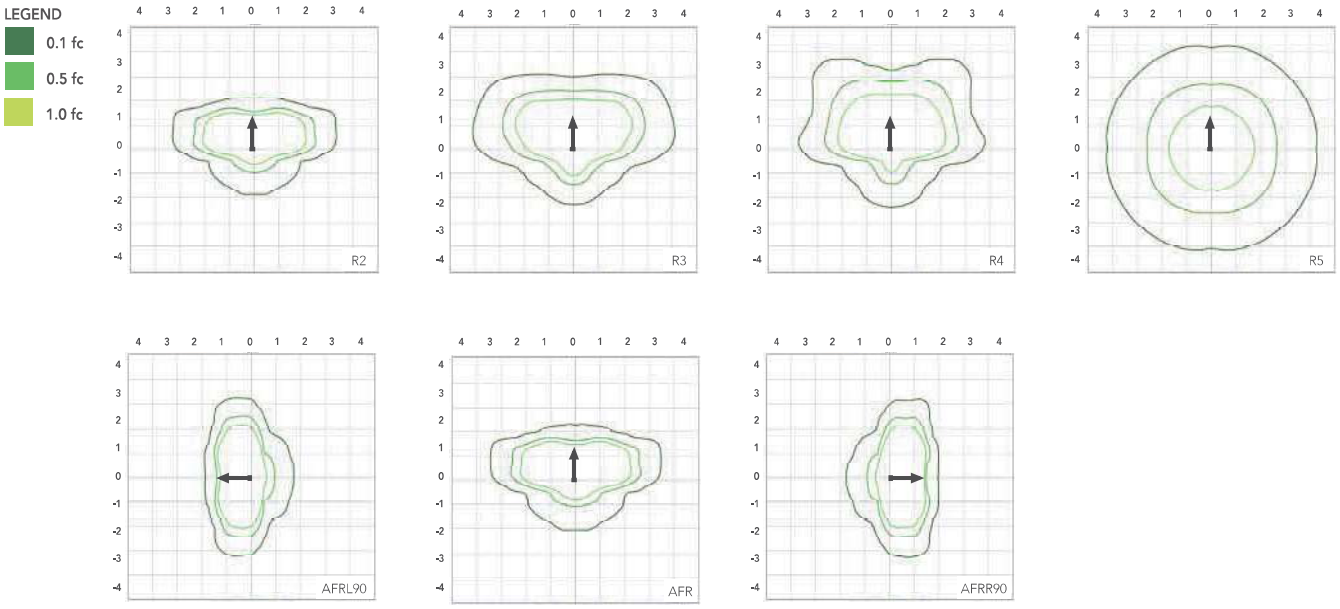
Fixture Quantity & Mounting Configuration		Single	2 @ 90	2 @ 180	3 @ 90	3 @ 120	4 @ 90	2 Side by Side	3 Side by Side	4 Side by Side
Mounting Type	**Tilt**									
SPA - Square Pole Adaptor	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
RPA - Round Pole Adaptor		0.74	1.27	1.37	1.9	1.71	2.49	1.42	2.16	2.84
MA - Mast Arm Adaptor		0.61	1.14	1.11	1.64	1.45	2.23	1.29	1.9	2.58
IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
	10°	0.53	1.06	1.05	1.58	1.37	2.08	1.06	1.59	2.12
	20°	0.52	1.02	1.03	1.52	1.33	2.02	1.03	1.55	2.07
	30°	0.64	1.11	1.18	1.63	1.45	2.21	1.27	1.91	2.54
	40°	0.81	1.21	1.35	1.74	1.65	2.39	1.62	2.43	3.23
	45°	0.91	1.25	1.5	1.81	1.75	2.48	1.82	2.73	3.64
	50°	1.34	1.83	2.17	2.61	2.56	3.62	2.68	4.02	5.36
	60°	2.2	2.97	3.57	4.24	4.17	5.89	4.41	6.61	8.82
	70°	2.86	4.13	4.7	5.89	5.71	8.21	5.71	8.57	11.42
	80°	3.4	5.13	5.67	7.34	7.09	10.21	6.79	10.19	13.59
	90°	3.85	5.96	6.55	8.58	8.31	11.88	7.70	11.56	15.41

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Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's RSX Area homepage.

Isofootcandle plots for the RSX2 LED P6 40K. Distances are in units of mounting height (30').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97
45°C	113°F	0.96
50°C	122°F	0.95

Electrical Load

		Current (A)					
Performance Package	System Watts (W)	120V	208V	240V	277V	347V	480V
P1	71W	0.59	0.34	0.30	0.26	0.20	0.15
P2	111W	0.93	0.53	0.46	0.40	0.32	0.23
P3	147W	1.23	0.70	0.61	0.53	0.42	0.31
P4	187W	1.55	0.90	0.78	0.68	0.53	0.38
P5	210W	1.75	1.01	0.87	0.76	0.60	0.44
P6	244W	2.03	1.17	1.01	0.88	0.70	0.51

Projected LED Lumen Maintenance

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.97	>0.95	>0.92

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.

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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	Distribution. Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	71W	R2	10,040	2	0	1	139	11,031	2	0	1	153	11,031	2	0	1	153
		R3	10,005	2	0	2	141	10,992	2	0	2	155	10,992	2	0	2	155
		R3S	10,271	2	0	2	143	11,285	2	0	2	157	11,285	2	0	2	157
		R4	10,136	2	0	2	143	11,136	2	0	2	157	11,136	2	0	2	157
		R4S	9,779	2	0	2	138	10,744	2	0	2	151	10,744	2	0	2	151
		R5	10,271	4	0	2	145	11,285	4	0	2	159	11,285	4	0	2	159
		R5S	10,544	3	0	1	149	11,585	3	0	2	163	11,585	3	0	2	163
		AFR	10,026	2	0	1	141	11,016	2	0	1	155	11,016	2	0	1	155
		AFRR90	10,122	3	0	2	140	11,121	3	0	2	154	11,121	3	0	2	154
		AFRL90	10,164	3	0	2	141	11,167	3	0	2	155	11,167	3	0	2	155
P2	111W	R2	15,712	2	0	2	138	17,263	2	0	2	151	17,263	2	0	2	151
		R3	15,657	2	0	3	141	17,202	3	0	3	155	17,202	3	0	3	155
		R3S	16,075	2	0	2	141	17,661	2	0	2	155	17,661	2	0	2	155
		R4	15,862	2	0	3	143	17,427	2	0	3	157	17,427	2	0	3	157
		R4S	15,304	2	0	2	138	16,815	2	0	2	151	16,815	2	0	2	151
		R5	16,075	4	0	2	145	17,661	5	0	3	159	17,661	5	0	3	159
		R5S	16,502	4	0	2	149	18,130	4	0	2	163	18,130	4	0	2	163
		AFR	15,691	2	0	2	141	17,240	2	0	2	155	17,240	2	0	2	155
		AFRR90	15,841	3	0	3	139	17,404	4	0	3	153	17,404	4	0	3	153
		AFRL90	15,907	3	0	3	139	17,477	4	0	3	153	17,477	4	0	3	153
P3	147W	R2	19,855	3	0	2	132	21,814	3	0	2	145	21,814	3	0	2	145
		R3	19,785	3	0	3	135	21,737	3	0	4	148	21,737	3	0	4	148
		R3S	20,312	3	0	3	135	22,317	3	0	3	149	22,317	3	0	3	149
		R4	20,044	3	0	3	136	22,022	3	0	4	150	22,022	3	0	4	150
		R4S	19,339	3	0	3	132	21,247	3	0	3	145	21,247	3	0	3	145
		R5	20,313	5	0	3	138	22,317	5	0	3	152	22,317	5	0	3	152
		R5S	20,852	4	0	2	142	22,910	4	0	2	156	22,910	4	0	2	156
		AFR	19,828	3	0	2	135	21,785	3	0	2	148	21,785	3	0	2	148
		AFRR90	20,017	4	0	3	133	21,992	4	0	3	147	21,992	4	0	3	147
		AFRL90	20,101	4	0	3	134	22,084	4	0	3	147	22,084	4	0	3	147
P4	187W	R2	22,836	3	0	2	120	25,090	3	0	2	132	25,090	3	0	2	132
		R3	22,756	3	0	4	122	25,002	3	0	4	134	25,002	3	0	4	134
		R3S	23,363	3	0	3	123	25,668	3	0	3	135	25,668	3	0	3	135
		R4	23,054	3	0	4	123	25,329	3	0	4	135	25,329	3	0	4	135
		R4S	22,243	3	0	3	119	25,059	3	0	3	134	25,059	3	0	3	134
		R5	23,363	5	0	3	125	25,669	5	0	4	137	25,669	5	0	4	137
		R5S	23,983	4	0	2	128	26,350	4	0	2	141	26,350	4	0	2	141
		AFR	22,806	3	0	2	122	25,056	3	0	2	134	25,056	3	0	2	134
		AFRR90	23,023	4	0	3	121	25,295	4	0	3	133	25,295	4	0	3	133
		AFRL90	23,120	4	0	3	122	25,401	4	0	3	134	25,401	4	0	3	134
P5	210W	R2	26,141	3	0	2	122	28,721	3	0	2	135	28,721	3	0	2	135
		R3	26,049	3	0	4	124	28,620	3	0	4	136	28,620	3	0	4	136
		R3S	26,744	3	0	3	125	29,383	3	0	4	138	29,383	3	0	4	138
		R4	26,390	3	0	4	126	28,994	3	0	4	138	28,994	3	0	4	138
		R4S	25,462	3	0	3	121	27,974	3	0	3	133	27,974	3	0	3	133
		R5	26,744	5	0	4	127	29,383	5	0	4	140	29,383	5	0	4	140
		R5S	27,454	4	0	2	131	30,163	4	0	2	144	30,163	4	0	2	144
		AFR	26,106	3	0	2	124	28,682	3	0	2	137	28,682	3	0	2	137
		AFRR90	26,354	4	0	3	123	28,955	5	0	3	136	28,955	5	0	3	136
		AFRL90	26,465	4	0	3	124	29,077	5	0	3	136	29,077	5	0	3	136
P6	244W	R2	27,646	3	0	2	112	30,374	3	0	2	123	30,374	3	0	2	123
		R3	27,549	3	0	4	113	30,267	3	0	4	124	30,267	3	0	4	124
		R3S	28,283	3	0	3	115	31,075	3	0	4	126	31,075	3	0	4	126
		R4	27,909	3	0	4	114	30,663	3	0	4	126	30,663	3	0	4	126
		R4S	26,928	3	0	3	110	29,585	3	0	3	121	29,585	3	0	3	121
		R5	28,284	5	0	4	116	31,075	5	0	4	127	31,075	5	0	4	127
		R5S	29,035	4	0	2	119	31,900	5	0	3	131	31,900	5	0	3	131
		AFR	27,608	3	0	2	112	30,332	3	0	2	123	30,332	3	0	2	123
		AFRR90	27,872	4	0	3	113	30,622	5	0	3	124	30,622	5	0	3	124
		AFRL90	27,989	4	0	3	113	30,751	5	0	3	125	30,751	5	0	3	125

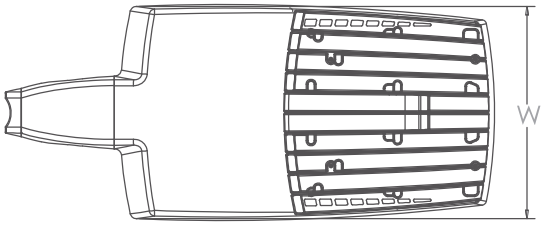
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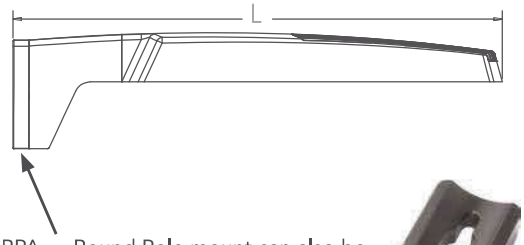
Dimensions & Weights

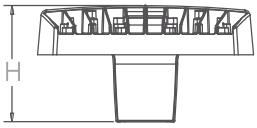
Luminaire Weight by Mounting Type

Mounting Configuration	Total Luminaire Weight
SPA	30 lbs
RPA	32 lbs
MA	30 lbs
WBA	33 lbs
WBASC	36 lbs
IS	33 lbs
AASP	33 lbs
AARP	35 lbs
AAWB	36 lbs
AAWSC	39 lbs

RSX2 with Round Pole Adapter (RPA)





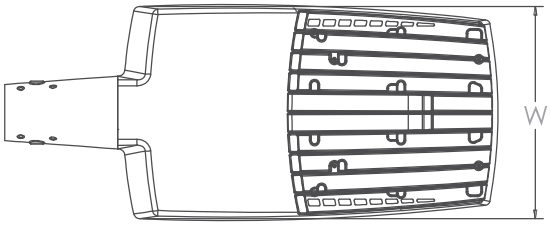


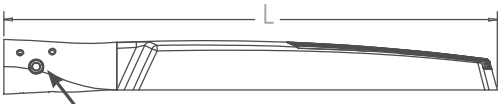
Length: 30.3" (77.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.3 cm) Arm

Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.



RSX2 with Mast Arm Adapter (MA)

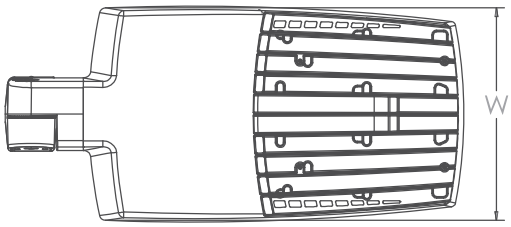


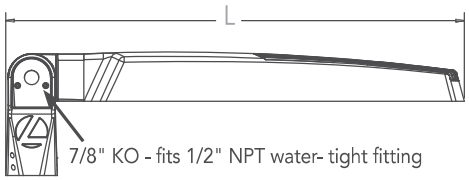


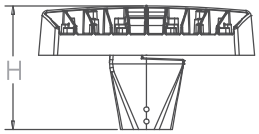


Length: 30.6" (77.7 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
3.5" (8.9 cm) Arm

RSX2 with Adjustable Slipfitter (IS)





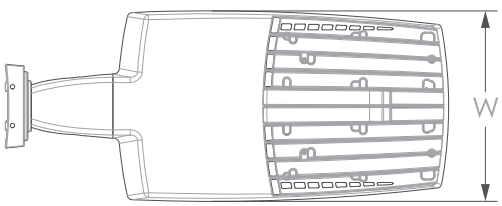


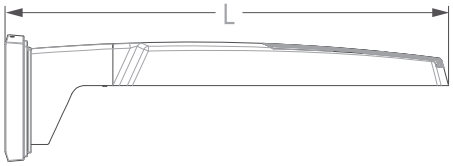
Length: 28.3" (71.9 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.6" (19.3 cm) Arm

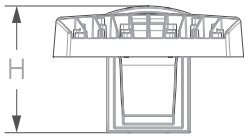
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Dimensions

RSX2 with Wall Bracket (WBA)

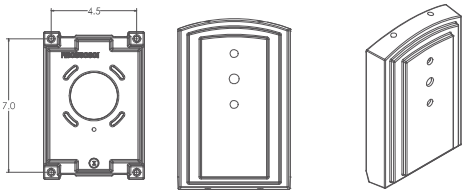




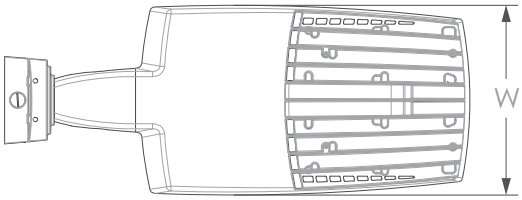


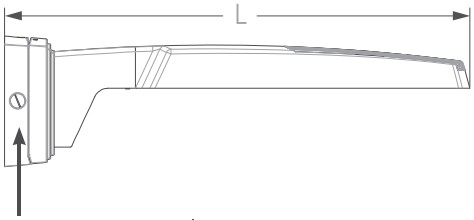
Length: 31.2" (79.2 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail

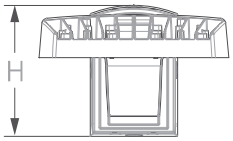


RSX2 with Wall Bracket with Surface Conduit Box (WBASC)



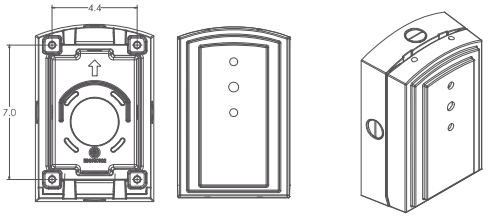


3/4" NPT taps with plugs - Qty (4) provided



Length: 32.8" (83.3 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

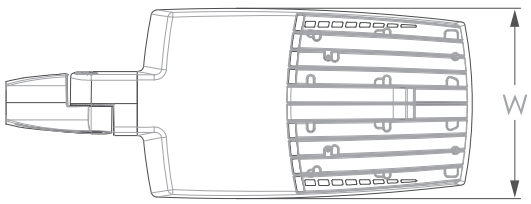
Surface Conduit Box (SCB) Mounting Detail

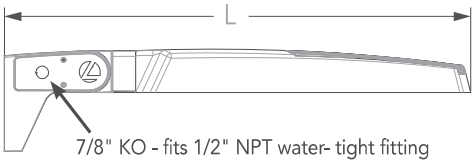


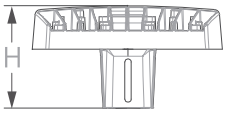
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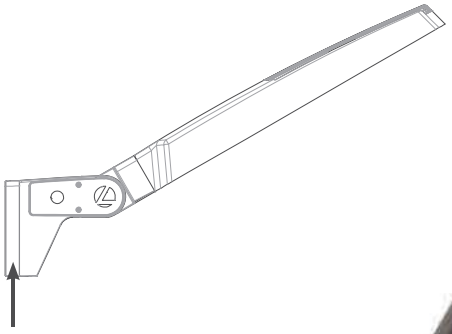
Dimensions

RSX2 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)









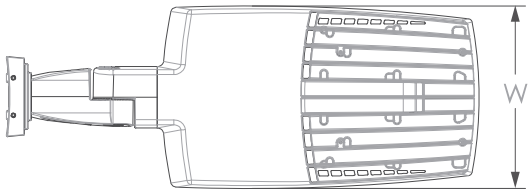
Length: 32.8" (83.3 cm) **AASP**
33.8" (85.9 cm) **AARP**
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.2 cm) Arm

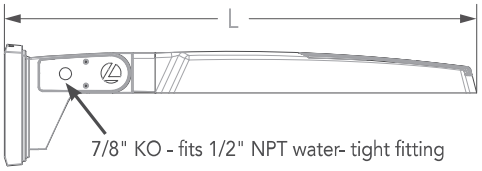
NOTE:
RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

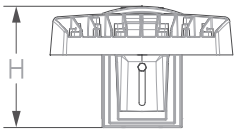


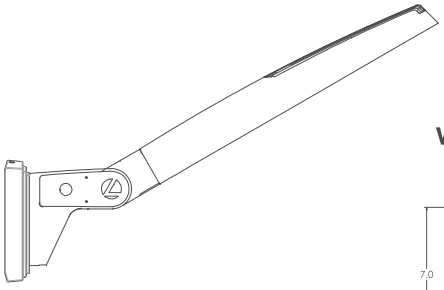
Notes
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.
AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

RSX2 with Adjustable Tilt Arm with Wall Bracket (AAWB)



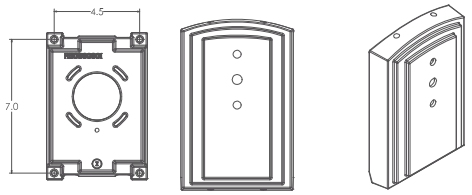






Length: 34.7" (88.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

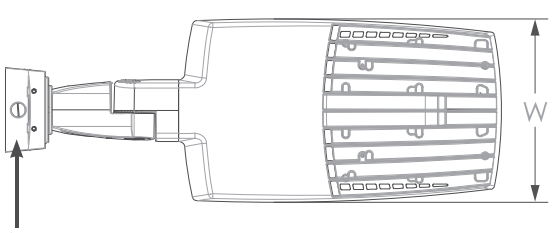
Wall Bracket (WBA) Mounting Detail



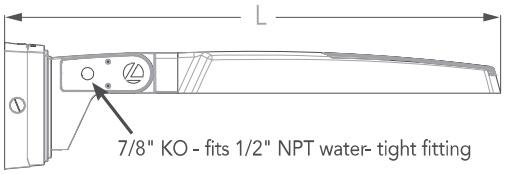
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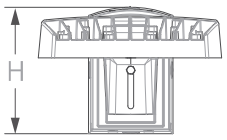
Dimensions

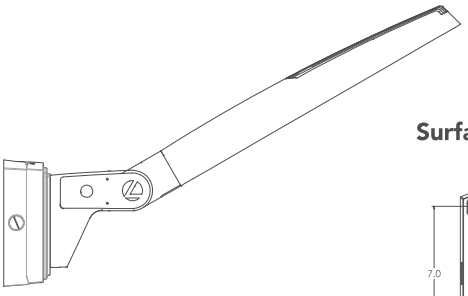
RSX2 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)



3/4" NPT taps with plugs - Qty (4) provided

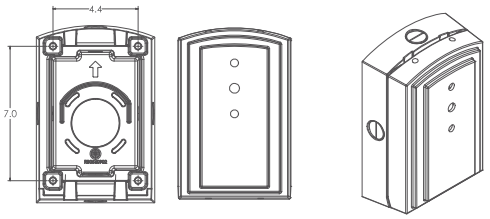




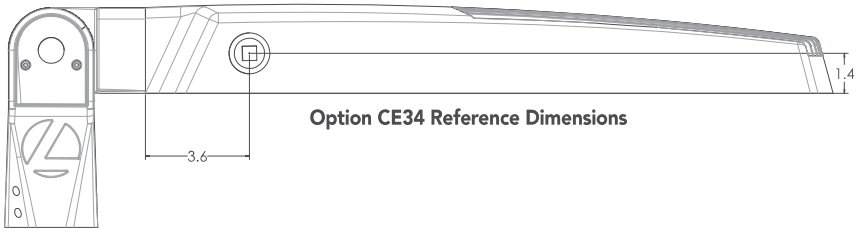


Length: 36.2" (91.9 cm)
Width: 13.4" (40.0 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail

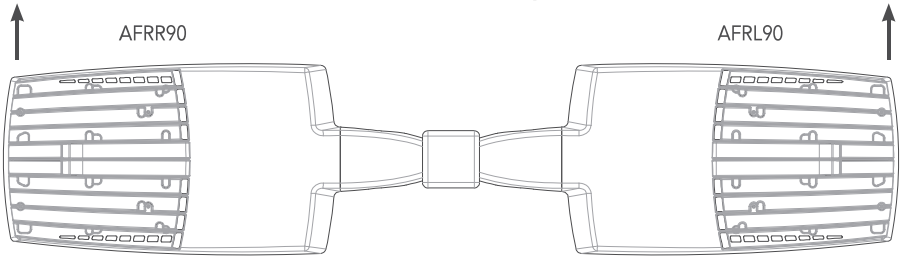


Additional Reference Drawings



Option CE34 Reference Dimensions

Automotive Front Row - Rotated Optics (AFRL90/R90)

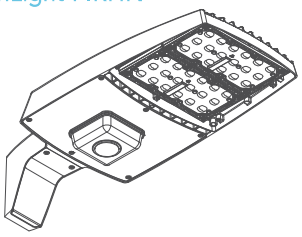


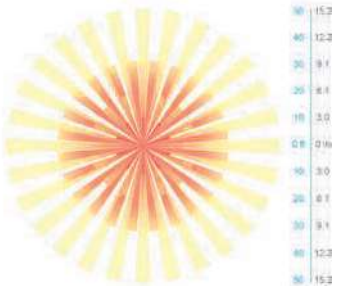
(Example: 2@180 - arrows indicate direction of light exiting the luminaire)

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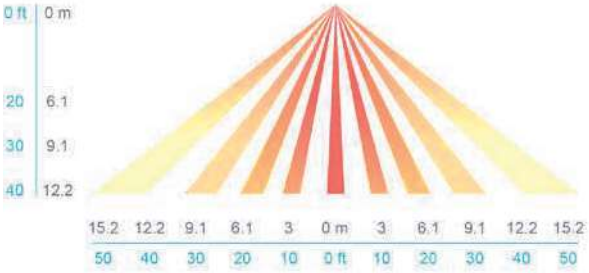
NLTAIR2 PIRHN nLight Sensor Coverage Pattern

nLight PIRHN





Top



Side

Motion Sensor Default Settings - Option PIRHN						
Option	Dimmed State (unoccupied)	High Level (when occupied)	Photocell Operation	Dwell Time (occupancy time delay)	Ramp-up Time (from unoccupied to occupied)	Ramp-down Time (from occupied to unoccupied)
NLTAIR2 PIRHN	Approx. 30% Output	100% Output	Enabled @ 1.5FC	7.5 minutes	3 seconds	5 minutes

*Note: NLTAIR2 PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clairity Pro App. Sensor coverage pattern shown with luminaire at 0°. Sensor coverage pattern is affected when luminaire is tilted.

FEATURES & SPECIFICATIONS

INTENDED USE
The RSX LED area family is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX2 delivers 11,000 to 31,000 lumens and is ideal for replacing 250W to 1000W HID pole-mounted luminaires in parking lots and other area lighting applications.

CONSTRUCTION AND DESIGN
The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral "no drill" mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. Vibration rated per ANSI C136.31: 3G Mountings: Include SPA, RPA, MA, IS, AASP, AARP rated for 3G vibration. 1.5G Mountings: Include WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warrantied not to crack or peel.

OPTICS
Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row) and AFR rotated AFRR90 and ARFL90.

ELECTRICAL
Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS
The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

nLIGHT AIR CONTROLS
The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocontrol functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaries can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclypse. Additional information about nLight Air can be found here.

INSTALLATION
Integral "no-drill" mounting arm allows for fast, easy mounting using existing pole drillings. Select the "SPA" option for square poles and the "RPA" option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the "MA" option to attach the luminaire to a 2 3/8" horizontal mast arm or the "IS" option for an adjustable slipfitter that mounts on a 2 3/8" OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

LISTINGS
CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY
5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

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Catalog Number	
Notes	
Type	

Contractor Select™

COMPACT PRO™

LED Round High Bay



The Compact Pro High Bay (CPRB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses, gymnasiums, and multiple purpose rooms.

FEATURES:

- Compact design saves time and money during installation.
- Patent pending innovative control lens.
- Robust 6kV surge protection per ANSI standards for Industrial environments.
- Operates up to 55°C ambient.
- Standard with permanently attached die-cast aluminum hook with safety latch. Patent pending. Also includes 7' safety chain.
- 0-10V dimming driver standard for 10% to 100% dimming capabilities.

Catalog number	UPC	Description	Lumens	Input watts	Color temperature	Color rendering	Voltage	Distribution	Pallet Qty.
CPRB 18LM MVOLT 40K 80CRI DWH	00196182615429	LED Round High Bay	18,000	132	4000K	80	120-277	Medium	132
CPRB 24LM MVOLT 40K 80CRI DWH	00196182615498	LED Round High Bay	24,000	175	4000K	80	120-277	Medium	66
CPRB AL013 UVOLT SWW9 80CRI DWH	00196182615023	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB AL013 UVOLT SWW9 80CRI DBL	00196182615054	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB AL014 UVOLT SWW9 80CRI DWH	00196182615061	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66
CPRB AL014 UVOLT SWW9 80CRI DBL	00196182615078	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66

Accessories: *Order as separate catalog number.*

Mounting:

CPRBSMB	Surface mount bracket (galvanized)
JEBLMTG ADAPTER M12	3/4" reducer
LPM	Loop, male, damp location
JCBLSC120	10' safety cable
JCBLSC240	20' safety cable

CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as, warehousing, gymnasiums, multi-purpose rooms, and other large indoor spaces. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.**
Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.

CONSTRUCTION:

Cast driver housing gives superior thermal performance. Patent pending polycarbonate lens diffuses light source and reduces glare while protecting LEDs and providing medium distribution. Available in two sizes with optional switchable lumens (12000/15000/18000 or 21000/24000/27000) and color temperatures (4000K/5000K). Static lumen and color temperature versions also available. Field installable sensors available.

FINISH:

Black and white finishes available on switchable units and static available in white only.

ELECTRICAL:

70% lumen maintenance at > 54,000 hours. Thermally protected driver standard with 0-10V dimming allowing for 10% to 100% dimming capability. Fixture comes standard with 6' power cord and 6' low voltage dimming cord. Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015 Multi-volt driver, 120-277V standard for static versions. UVOLT driver, 120-347V standard with switchable versions.

INSTALLATION:

Compact Pro™ package includes patent pending permanently attached hook with safety latch safety hook and 7' galvanized safety cable. 3/4" reducer available for stem or hook mounting. Optional surface mount bracket also available.

LISTINGS:

CSA listed. Damp location listed. IP54 rated. Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling; with the exception of ALO14 which has a -37° C starting temperature.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

Lumens package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
18LM	12.98	12.98	3.16	5
24LM	15.14	15.14	3.35	6.1
ALO13	12.98	12.98	3.16	5
ALO14	15.14	15.14	3.35	6.1

Field installable sensors*	Utilizes sensor
CPRBSNSR MSD7 0V DWH KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DWH KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DWH KIT	MSD 7 ADC WH 0V
CPRBSNSR MSD7 ADC 5V DWH KIT	MSD 7 ADC WH 5V
CPRBSNSR MSD ADC 0V DWH KIT	MSD ADC WH 0V
CPRBSNSR MSD ADC 5V DWH KIT	MSD ADC WH 5V
CPRBSNSR MSD7 0V DBL KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DBL KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DBL KIT	MSD 7 ADC WH 0V
CPRBSNSR MSD7 ADC 5V DBL KIT	MSD 7 ADC WH 5V
CPRBSNSR MSD ADC 0V DBL KIT	MSD ADC WH 0V
CPRBSNSR MSD ADC 5V DBL KIT	MSD ADC WH 5V
CPRBSNSR RMSOD7 DWH KIT	RMSOD 7 ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD7 DBL KIT	RMSOD 7 BW ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45 DWH KIT	RMSOD 45 ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45 DBL KIT	RMSOD 45 BW ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45A DWH KIT	RMSOD 45A ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45A DBL KIT	RMSOD 45A BW ZT EXTDB 90D 50FC G2 J100

* All sensor kits include sensor mounting plate in white (DWH) or black(DBL) to match your fixture.

ACCESSORIES



LPM



3/4" mounting adapter



CPRBSMB

CONTRACTOR SELECT™

LITHONIA LIGHTING

Catalog Number	
Notes	
Type	

Contractor Select™

COMPACT PRO™

LED High Bay



The Compact Pro High Bay (CPHB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses.

FEATURES:

- Compact design saves time and money during installation
- Innovative Glare Control lens meets new DLC 5.1 standards
- Robust 6kV surge protection standard per ANSI standards for Industrial environments
- Operates up to 55°C ambient
- Includes mounting hardware (V-hook & 36" hanger chain)

NOM DLC LISTED PREMIUM DAMP LOCATION™ SA® C US DIMMABLE LED

Catalog Number	UPC	Description	Lumens	Input Watts	Color Temperature	Color Rendering	Voltage	Distribution	Pallet Qty.
CPHB 12LM MVOLT 40K	00194994608325	14" LED High Bay	12,261	88	4000 K	80 CRI	120-277V	Medium	204
CPHB 12LM MVOLT 50K	00194994429548	14" LED High Bay	12,342	88	5000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 40K	00194994429562	14" LED High Bay	14,857	104	4000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 50K	00194994429593	14" LED High Bay	14,955	104	5000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 40K	00194994608295	14" LED High Bay	18,364	134	4000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 50K	00194994429630	14" LED High Bay	18,485	134	5000 K	80 CRI	120-277V	Medium	204
CPHB 24LM MVOLT 40K	00194994429685	22" LED High Bay	24,890	174	4000 K	80 CRI	120-277V	Medium	102
CPHB 24LM MVOLT 50K	00194994429753	22" LED High Bay	25,054	174	5000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 40K	00194994429746	22" LED High Bay	30,298	214	4000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 50K	00194994429784	22" LED High Bay	30,498	214	5000 K	80 CRI	120-277V	Medium	102
CPHB ALO13 MVOLT SWW9 80CRI DWH	00196183428561	14" LED High Bay	12000/15000/18000	89/115/140	4000K/5000K	80CRI	120-277V	Medium	204
CPHB ALO16 MVOLT SWW9 80CRI DWH	00196183428578	22" LED High Bay	24000/27000/30000	177/205/222	4000K/5000K	80CRI	120-277V	Medium	102

More configurations are available. Click here or visit www.acuitybrands.com and search for CPHB.

Accessories: *Order as separate catalog number.*

Mounting:

IBAC120 M100	Aircraft cable 10' with hook (one pair)
IBAC240 M75	Aircraft cable 20' with hook (one pair)
IBHMP	Hook monopoint
CPHBPMPSM	Pendant Monopoint splice box with 3/4" hub (for 12LM - 18LM) ‡
CPHBPMPMD	Pendant Monopoint splice box with 3/4" hub (for 24LM - 30LM) ‡
ZACVH	Aircraft 10' V hanger (one pair)
THUN J2	Surface mount bracket ‡

Wire guards:

WGCPHBSM	Wire guard for CPHB (12LM - 18LM)
WGCPHBMD	Wire guard for CPHB (24LM - 30LM)

‡ Option Value Ordering Restrictions

Option value	Restriction
CPHBPMPSM/MD	Pendant monopoint splice boxes will require wiring from access plate to splice box KO if power is being dropped through pendant conduit. Fixture does not have a KO in center to pull power out of driver channel through splice box
THUN J2	Order quantity required in multiples of 2. 12LM - 18LM requires one per fixture, 24LM - 30LM require two per fixture.

CS CONTRACTOR SELECT™

LITHONIA LIGHTING

Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as warehousing and other large indoor spaces with mounting heights ranging from 10' – permitted. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses. Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.**

CONSTRUCTION:

Extruded aluminum channels enable superior thermal performance.

Glare Control Lens diffuses light source and reduces glare while protecting LEDs.

Lens meets DLC 5.1 standards for UGR (Unified Glare Rating)

Available in two sizes with optional switchable lumens (12000/15000/18000 or 24000/27000/30000) and color temperatures (4000K/5000K).

ELECTRICAL:

70% lumen maintenance at > 100,000 hours.

Thermally protected driver standard with 0-10V dimming.

Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015.

Multi-volt driver, 120-277V standard.

INSTALLATION:

Fixture package includes V-hanger hardware kit with 2- V-hanger brackets and 2- 36" chain lengths.

Fixture is suitable for mounting by chain, cable, surface-mount bracket, or hook monopoint. Surface mounting available using optional THUN surface mount bracket (order separately). Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling. Max operating temperature of 45°C when surface mounted.

LISTINGS:

CSA listed. Damp location listed.

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

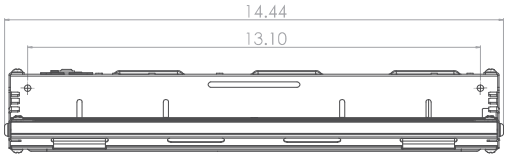
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

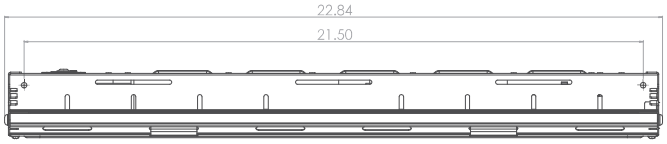
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

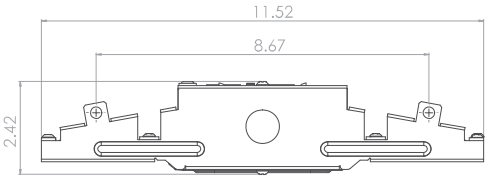
All dimensions are inches (centimeters) unless otherwise indicated.



Side View: CPHB 12LM, 15LM, 18LM, ALO13



Side View: CPHB 24LM, 30LM, ALO16



End View: CPHB 12LM, 15LM, 18LM, 24LM, 30LM, ALO13, ALO16

Lumen package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
12000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
15000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
18000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.5 (2.9)
24000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
30000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
ALO13	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.6 (3.0)
ALO16	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8.1 (3.7)

Nomenclature	Lumen Package	CCT	Lumens	Wattage	Efficacy
CPHB ALO13 MVOLT SWW9 80CRI DWH	12000LM	4000K	12272	89	138
		5000K	12465	89	140
	15000LM	4000K	15117	112	135
		5000K	15248	112	136
	18000LM	4000K	18265	138	132
		5000K	18395	138	133
CPHB ALO16 MVOLT SWW9 80CRI DWH	24000LM	4000K	24193	176	138
		5000K	24415	177	138
	27000LM	4000K	27345	202	135
		5000K	27679	204	136
	30000LM	4000K	29578	221	134
		5000K	29755	222	134

Classic Series
Medium Wall Light



PROJECT INFORMATION	
JOB NAME	
FIXTURE TYPE	Medium Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:
Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:
Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:
Borosilicate glass lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Thermal Management:
Atlas' Patent Pending exclusive Thermal Management System™ features a unique internal design that allows for lower operating temperatures which results in a brighter, whiter light, more stable color and longer LED and driver life.

Listings:
Luminaire is certified to UL/cUL Standards for Wet Locations

DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. [2]*See chart on other next page for qualifying products.*

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.[1]

Driver:
Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 88%z
0-10 V Dimming

LEDs:
3000K, 4000K, 4500K, 5000K CCT Fixed |
4000K, 4500K, 5000K CCT Selectable
Epoxy Guard™ protective conformal coated boards
Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Testing:
Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:
Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

480 Volt: For 480V add suffix 4 to part number.

MANUFACTURED & TESTED IN USA

DLC LISTED [2]

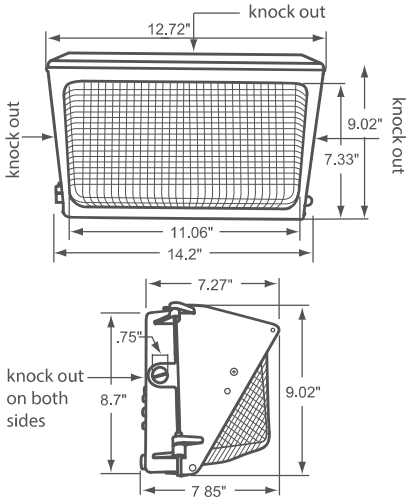
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5 YEAR WARRANTY

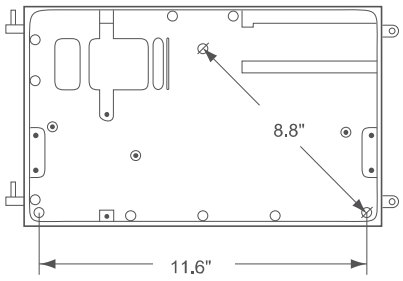
BUY AMERICAN COMPLIANT*

DIMENSIONS

Weight: 9.25 lbs.



MOUNTING DETAIL



[1]*LED Lifespan Based Upon LM-70 Test Results*

Rebates and Incentives are available in many areas.
Contact an Atlas Representative for more information.

Atlas Lighting Products, Inc.
PO Box 2348 | Burlington, NC 27216
800-849-8485 | fax: 1-855-847-2794 | www.atlasled.com

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Classic Series
Medium Wall Light



ORDERING INFORMATION

WLM	S	3-9L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLM = Medium Wall Light	blank = Fixed	43LED = 43 Watts 64LED = 64 Watts 80LED = 80 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* *LP only	Blank = Bronze WT = White* BK = Black* *optional with adder	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	3-9L = 2,500, 5,500, 7,500, 9,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol			

PERFORMANCE DATA

FIXED

UNIT	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
43LED	80	3,908	96	5,276	122	5,726	122	5,308	122	44	B1-U3-G3	175W MH
64LED	80	5,699	92	5,699	92	6,793	113	6,793	113	62	B1-U4-G3	400W MH
80LED	80	8,615	109	8,615	109	8,615	109	8,875	113	79	B2-U4-G4	400W MH

SELECTABLE

UNIT	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
3L - 9L	80	2,601	120	2,704	125	2,602	121	22	B2-U4-G4	400W MH
	80	5,513	126	5,732	131	5,516	126	44		
	80	7,892	123	8,205	127	7,896	123	64		
	80	9,128	120	9,490	130	9,133	120	76		

DLC PRODUCT INFORMATION

UNIT	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC PRODUCT ID	CLASSIFICATION	DLC PRODUCT ID	CLASSIFICATION	DLC PRODUCT ID	CLASSIFICATION	DLC PRODUCT ID	CLASSIFICATION
WLM43LED	n/a	n/a	PT0VHUH7	Standard	PDG4N6GHG	Standard	P2LGOBS9	Standard
WLM64LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WLM80LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

UNIT	DLC PRODUCT ID	CLASSIFICATION
WLMS3-9L	PPJRDDGX	Standard

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Classic Series
Large Wall Light



PROJECT INFORMATION

JOB NAME	
FIXTURE TYPE	Classic Large Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:
Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:
Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:
Lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Listings:
Luminaire is certified to UL/cUL Standards for Wet Locations

DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. [2]*See chart on other next page for qualifying products.*

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.[1]

Driver:
Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 86%

Selectable Lumens and CCT:
Atlas selectable wall lights are quick and easy to select and set up. Selectable lumens range in 4,000 (30W), 7,500 (57W) / 11,000 (86W), 13,000 (102W).

Selectable CCTs: 4000K, 4500K, and 5000K.

LEDs:
Available in 3000K, 4000K, 4500K and 5000K CCT Fixed | 4000K, 4500K, 5000K CCT Selectable
Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Reduced Glare:
Positioning of the LED modules within the housing result in light directed to desired locations and reduces offensive light.

Testing:
Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:
Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

[1]*LED Life Span Based Upon LM-70 Test Results*
[2]*Emergency Back-Up requires larger back housing. Contact Atlas for more details.*

MANUFACTURED & TESTED IN USA

DLC LISTED [2]

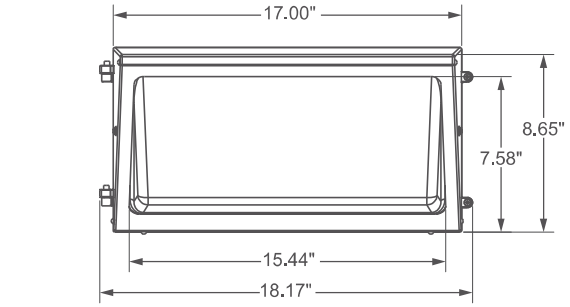
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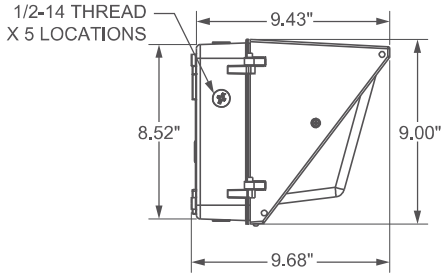
5 YEAR WARRANTY

BUY AMERICAN COMPLIANT*

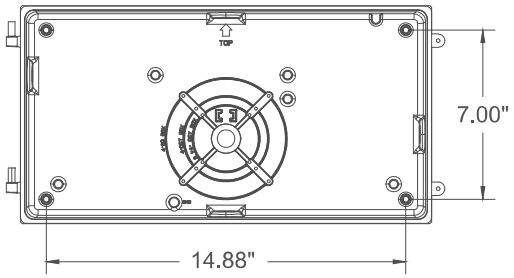
DIMENSIONS

Weight: 9.25 lbs.





MOUNTING DETAIL



Rebates and Incentives are available in many areas.
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Classic Series
Large Wall Light



ORDERING INFORMATION

WLD	S	4-13L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLD = Large Wall Light	blank = Fixed	64LED = 64 Watts 86LED = 86 Watts 120LED = 120 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* *LP only	Blank = Bronze WT = White* BK = Black* *optional with adder	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	4-13L = 4,000, 7,500, 11,000 13,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol	Blank = 120-277 4 = 347/480* *LP only		

PERFORMANCE DATA

FIXED

Unit	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		Watts	Replaces up to
		Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)		
64LED	80	7,168	117	7,168	117	7,168	117	7,662	126	62	400W MH
86LED	80	9,120	109	9,120	109	9,120	109	9,120	109	84	400W MH
120LED	80	12,510	106	13,170	114	13,170	114	13,170	114	118	400W MH

SELECTABLE

Lumen Package	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		Watts	Replaces up to
		Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)		
4L - 13L	70	3,897	134	4,073	139	3,889	133	29	1000W MH
	70	7,688	135	8,034	141	7,672	134	57	
	70	11,136	130	11,638	136	11,113	130	86	
	70	12,891	126	13,472	138	12,864	126	102	

DLC PRODUCT INFORMATION

Unit	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification
FIXED								
WLD64LED	PLDHU776	Standard	PTKZCYS3	Standard	PATPE48EN	Standard	POLJ214Q	Standard
WLD86LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WLD120LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

SELECTABLE

Unit	DLC Product ID	Classification
WLDS4-13L	PH9T7MLJ	Standard

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Catalog Number	
Notes	
Type	

Contractor Select™

ESXF LED

Floodlights Adjustable+Switchable+Photocell



ESXF1 P0 knuckle mount



ESXF1 knuckle mount



ESXF2 knuckle mount



ESXF3 slipfitter mount



ESXF4 slipfitter mount

The Lithonia Lighting® ESXF LED floodlight is a general-purpose flood that offers a wide selection of options and flexibility. Easy access to adjustable lumen output, color switching, and a selectable photocell turns the ESXF into the fixture you need on the spot. With its wide flood (7x7) distribution and DLC performance, the ESXF is a cost-effective solution, great for illuminating yards, driveways, signage, patios, warehouses, and security applications.

FEATURES:

- Four sizes deliver 1,500 up to 20,000 lumens
- Three power levels of adjustable lumen output. Switchable CCT(30K/40K/50K) offers warm, cool and daylight in a single fixture
- Standard photocell can be turned on or off
- IP66 rated, Die-cast aluminum housing
- Two popular mounting options included
- up to 171 LPW

Adjustable Lumen Output ALO

Switchable CCT SWW2

Dusk-to-Dawn Operation PE

DLC LISTED · IP66 · LED · SP C US · WET LOCATION™ · 5 YEAR warranty

Catalog Number	Adjustable Lumen Output ALO			Switchable CCT SWW2	Dusk-to-Dawn Operation PE	Input Voltage	Included Mounting Options	CRI
ESXF1 P0 SWW2 THK DDB	2500L			Switchable 3000K, 4000K, 5000K	Included Standard, Selectable On/Off	120-277V	Knuckle Only, mounting plate	80CRI
ESXF1 ALO SWW2 KY DDB	1500L	3000L	5000L			120-277V	Knuckle & Yoke, mounting plate	
ESXF2 ALO SWW2 KY DDB	3500L	5500L	7500L			120-277V	Knuckle & Yoke, mounting plate	
ESXF3 ALO SWW2 YS DDB	8500L	10500L	14000L			120-277V	Yoke & SlipFitter	
ESXF3 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	
ESXF4 ALO SWW2 YS DDB	16000L	18000L	20000L			120-277V	Yoke & SlipFitter	
ESXF4 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	

More configurations are available. Click here or visit www.acuitybrands.com and search for ESXF LED.

ESXF Stock Configuations

Catalog Number	UPC	Ci Code	Number of fixtures per pallet	Traditional Replacement
ESXF1 P0 SWW2 THK DDB	00196182393051	*276AL6	400	150W Quartz or 75W HID
ESXF1 ALO SWW2 KY DDB	00196182393204	*276ALH	400	500W Quartz or 150W HID
ESXF2 ALO SWW2 KY DDB	00196182393242	*276ALU	360	500W Quartz or 175W HID
ESXF3 ALO SWW2 YS DDB	00196182393266	*276ALW	144	250W HID
ESXF3 ALO SWW2 UVOLT YS DDB	00196182393273	*276AM0	144	250W HID
ESXF4 ALO SWW2 YS DDB	00196182393280	*276AM2	144	400W HID
ESXF4 ALO SWW2 UVOLT YS DDB	00196182393297	*276AM4	144	400W HID

Accessories: *Order as separate catalog number.*

ESXF P0 and ESXF1 yoke mount accessory
*276ARA ESXF1YK DDB
Click here to visit Accessories.

CONTRACTOR SELECT™

LITHONIA LIGHTING

Included mounting options by size



ESXF1 P0 knuckle mount (pre-installed)



ESXF1 knuckle mount (pre-installed)



ESXF2 knuckle mount (pre-installed)



ESXF3 slipfitter mount



ESXF4 slipfitter knuckle



ESXF1 yoke mount



ESXF2 yoke mount



ESXF3 yoke mount



ESXF4 yoke mount

Electrical Performance Tables

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF1 P0	2500L	17W	3000K	2,372	151
			4000K	2,522	
			5000K	2,503	
ESXF1	1500L	9W	3000K	1,467	171
			4000K	1,560	
			5000K	1,549	
	3000L	19W	3000K	2,915	162
			4000K	3,099	
			5000K	3,076	
	5000L	34W	3000K	4,748	147
			4000K	5,047	
			5000K	5,010	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF3	8500L	53W	3000K	8,139	163
			4000K	8,653	
			5000K	8,589	
	10500L	69W	3000K	10,156	156
			4000K	10,797	
			5000K	10,718	
	14000L	100W	3000K	13,609	145
			4000K	14,469	
			5000K	14,362	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF2	3500L	22W	3000K	3,377	163
			4000K	3,591	
			5000K	3,564	
	5500L	37W	3000K	5,315	151
			4000K	5,651	
			5000K	5,609	
	7500L	56W	3000K	7,223	137
			4000K	7,680	
			5000K	7,623	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF4	16000L	111W	3000K	15,508	148
			4000K	16,487	
			5000K	16,366	
	18000L	124W	3000K	17,274	148
			4000K	18,365	
			5000K	18,230	
	20000L	150W	3000K	19,583	139
			4000K	20,819	
			5000K	20,666	

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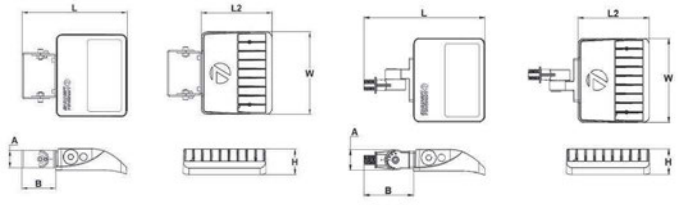
CS CONTRACTOR SELECT™

LITHONIA LIGHTING

Dimensions

All dimensions are inches (centimeters) unless otherwise indicated.

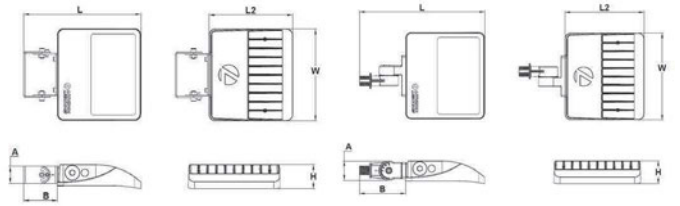
ESXF1



Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF1 SWW2 ALO KY (Yoke)	7.65" (27.8cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.26" (3.2cm)	2.48" (6.3cm)	5.17" (13.2cm)	2.31 lbs (1.048 kg)
ESXF1 SWW2 P0/ALO KY (Knuckle)	8.77" (22.3cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.5" (3.8cm)	3.59" (9.1cm)	5.17" (13.2cm)	2.17 lbs (0.986 kg)

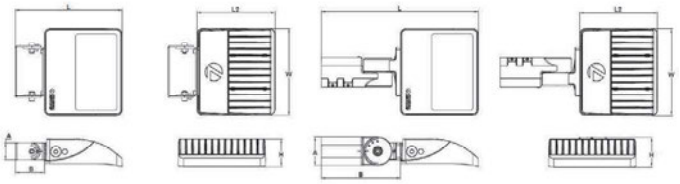
ESXF2



Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF2 SWW2 ALO KY (Yoke)	8.64" (21.9cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.26" (3.2cm)	2.48" (6.3cm)	6.16" (15.6cm)	2.92 lbs (1.324 kg)
ESXF2 SWW2 ALO KY (Knuckle)	9.75" (24.8cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.5" (3.8cm)	3.59" (9.1cm)	6.16" (15.6cm)	2.79 lbs (1.264 kg)

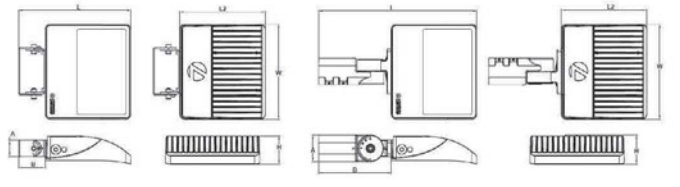
ESXF3



Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF3 SWW2 ALO SY (Yoke)	10.54" (19.4cm)	8.95" (22.7cm)	2.84" (7.2cm)	1.77" (4.5cm)	2.99" (7.6cm)	7.97" (20.2cm)	6.21 lbs (2.818 kg)
ESXF3 SWW2 ALO SY (Slipfitter)	16.07" (40.8cm)	8.95" (22.7cm)	3.04" (7.7cm)	2.95" (7.5cm)	8.11" (7.5cm)	7.97" (20.2cm)	6.48 lbs (2.938 kg)

ESXF4



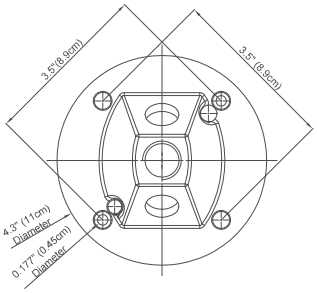
Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF4 SWW2 ALO SY (Yoke)	12.54" (31.8cm)	10.54" (26.8cm)	3.12" (7.9cm)	1.77" (4.5cm)	2.99" (7.6cm)	9.55" (24.3cm)	8.17 lbs (3.706 kg)
ESXF4 SWW2 ALO SY (Slipfitter)	17.66" (44.8cm)	10.54" (26.8cm)	3.22" (8.2cm)	2.95" (7.5cm)	8.11" (20.6cm)	9.55" (24.3cm)	8.43 lbs (3.824 kg)

EPA Data

	Angle of Tilt	0°	10°	20°	30°	40°	50°	60°	70°	80°	90°
ESXF1	Project Area(ft^2)	0.078	0.114	0.15	0.183	0.21	0.231	0.246	0.25	0.25	0.25
	EPA(ft^2)	0.0936	0.1368	0.18	0.2196	0.252	0.2772	0.2952	0.3	0.3	0.3
ESXF2	Project Area(ft^2)	0.09	0.133	0.182	0.226	0.263	0.293	0.314	0.325	0.326	0.32
	EPA(ft^2)	0.108	0.1596	0.2184	0.2712	0.3156	0.3516	0.3768	0.39	0.3912	0.384
ESXF3	Project Area(ft^2)	0.23	0.285	0.383	0.471	0.548	0.608	0.65	0.673	0.674	0.66
	EPA(ft^2)	0.276	0.342	0.4596	0.5652	0.6576	0.7296	0.78	0.8076	0.8088	0.792
ESXF4	Project Area(ft^2)	0.23	0.365	0.494	0.609	0.707	0.785	0.84	0.869	0.87	0.81
	EPA(ft^2)	0.276	0.438	0.5928	0.7308	0.8484	0.942	1.008	1.0428	1.044	0.972

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.



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Specifications

INTENDED USE:

The ESXF LED floodlight is designed to provide a cost effective, energy-efficient solution for the one-for-one replacement of existing traditional sources ranging from 150W quartz up to 400W metal halide. ESXF is well suited for general illumination of parking lots, signage, yards, walkways, landscaping, and other floodlighting applications. ESXF luminaires deliver a uniform, wide flood 7x7 light distribution.

CONSTRUCTION:

The ESXF LED floodlight features sealed die-cast aluminum body and is IP66 listed to withstand moisture and the elements for years to come.

ELECTRICAL:

ESXF features adjustable lumen output include, low, medium, and high. (ESXF P0 static only). Switchable CCT includes between 3000K(warm), 4000K(neutral) or 5000K(daylight) and a selectable dusk to dawn photocell that automatically turns the fixture on in the evening and off the next morning.

Standard 6kVsurge protection tested in accordance to ANSI/IEEE C62.41.2)Category C. ESXF LED luminaries use MVOLT (120-277V) as well as UVOLT (120-347V) on select models. Adjustable lumen output is achieved with 0-10V continuous dimming capable drivers, ensuring system power factor>90% and THD <20%.

INSTALLATION:

ESXF1 (P0) and ESXF2 ship with ½ NPS threaded knuckle mount factory installed and can be mounted to conduit bodies or to 4" electrical boxes using the provided round mounting plate. Yoke mounts can be easily changed in the field to mount to any solid surfaces (ESXF P0, knuckle mount only).

ESXF3 and ESXF4 include a yoke mounting for solid surface mounting and an integral slipfitter that mates with standard 2 3/8" tenons for pole-top mounting. All models ship standard with 18" SO cord.

LISTINGS:

CSA certified to U.S. and Canadian standards. Luminaire is IP66 rated. Rated for -40°C minimum ambient.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



Factory settings
Lumen Output: High
CCT: 4000K
Photocell: On

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Cabling Specification

Department of Technology Services

4/1/2020

Chris Ball
Infrastructure Engineer

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I. GENERAL

A. Purpose

1. The purpose of this document is to provide a standard defining the structured communications cabling systems to be installed within Williamson County facilities. It is geared toward leveraging our legacy cabling infrastructure while upgrading to more recent technologies in new installations. The goal is to accomplish this in the most economic and systematic fashion possible, and in a manner compliant with the latest codes, cabling standards and industry best practices.

2. Within this document, the facilities owner is Williamson County, and shall be referred to as such, or as “Wilco”, or as “Technology Services”. Bidding low-voltage installers shall be referred to as “Contractor”.

3. This specification defines quality standards and practices common to all Williamson County network cabling specifications.

4. In addition to this global cabling standard, individual projects will also have associated documentation such as Requests for Proposals (RFP), facility drawings, project schedules and requirements pertaining to that job. Such collateral will be referred to in this document as “Project-specific Documentation”, “Project Documentation”, or simply “Construction Documents”. Any conflict between this general specification and any project-specific documentation shall be brought to the attention of Williamson County by the Contractor and must be resolved in writing.

5. It is the responsibility of the installing contractor to evaluate these general recommendations and adapt them effectively to actual projects. Contractor is responsible for identifying and bringing to the attention of Williamson County any design directions that may be improved. All such changes shall be approved in writing from Technology Services.

6. Note that while many portions of this global specification are addressed to "The Contractor", these requirements apply equally to anyone doing the network cabling and infrastructure work within Williamson County, whether those persons are outside contractors or persons directly employed by Technology Services.

B. Scope of Work - Typical

1. Contractor shall be solely responsible for all parts, labor, testing, documentation and all other processes and physical apparatus necessary to turn over the completed cabling system and associated infrastructure fully warranted and operational for acceptance by Technology Services.

2. This specification includes structured cabling design considerations, product specifications and installation guidelines for low-voltage network systems and associated infrastructure including, but not limited to:

    a. Cabling Sub-system 1 – Horizontal Copper

    b. Cabling Sub-system 2 - Intrabuilding Fiber Backbone Cabling

c. Cabling Sub-system 3 – Interbuilding Fiber Backbone Cabling

d. Telecommunications Pathways

e. Communications Racks and Cable Managers

f. Communications Grounding Systems

g. Cabling Labeling and Administration

3. In addition to systems specifications, this document also addresses applicable codes and standards, contractor qualifications and requirements, system warranties and system testing and acceptance.

4. Products to be used in Williamson County network infrastructure projects are listed in “Appendix C” at the end of this document.

C. Applicable Regulatory References

1. Contractor is responsible for knowledge and application of current versions of all applicable standards and codes. In cases where listed standards and codes have been updated, Contractor shall adhere to the most recent revisions, including all relevant changes or addenda at the time of installation.

2. ANSI/TIA:

a. TIA-526-7 (OFSTP-7) (2008) Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant

b. TIA-526-14-B (2010) (OFSTP-14) Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant

c. ANSI/TIA/EIA-598-C (January 2005) Optical Fiber Cable Color Coding

d. ANSI/TIA-568-C.0 (September 2010) Generic Telecommunications Cabling for Customer Premises

e. TIA-568-C.0-1 (September 2010) Generic Telecommunications Cabling for Customer Premises-Addendum 1, Updated Reference for Balanced Twisted-Pair Cabling

f. ANSI/TIA-568-C.1 (February 2009) Commercial Building Telecommunications Cabling Standards

g. TIA-568-C.1-2 (November 2011) Commercial Building Telecommunications Cabling Standard, Addendum 2 General Updates

h. ANSI/TIA-568-C.2 (August 2009) Balance Twisted Pair Communications and Components Standards

i. TIA-568-C.2-2 (November 2014) Balanced Twisted-Pair Telecommunications Cabling and Components Standard, Addendum 2: Additional Considerations for Category 6A Patch Cord Testing

j. TSB-155-A: Guidelines for the Assessment and Mitigation of Installed Category 6 Cabling to Support 10GBASE-T

k. TSB-184: Guidelines for Supporting Power Delivery Over Balanced Twisted-Pair Cabling

l. ANSI/TIA-568-C.3 (June 2008) Optical Fiber Cabling Components Standard

m. ANSI/TIA-568-C.3-1 (December 2011) Optical Fiber Cabling Component Standard- Addendum 1, Addition of OM4 Cabled Optical Fiber and array connectors

n. TSB-4979 (August 2013) Practical Considerations for Implementation of Multimode Launch Conditions in the Field

o. TIA, TSB-140 Additional Guidelines for Field-Testing Length, Loss and Polarity of Optical Fiber Cabling Systems

p. ANSI/TIA-1183 (August 2012) Test Fixtures for Balun-Less Measurements of Balanced Components and Systems

q. ANSI/TIA-568-C.4 (July 2011) Broadband Coaxial Cabling Components Standard

r. ANSI/TIA-942-A (August 2012) Telecommunications Infrastructure Standard for Data Centers

s. ANSI/TIA-942-A-1 (March 2013) Telecommunications Infrastructure Standard for Data Centers, Addendum 1 - Cabling Guidelines for Data Center Fabrics

t. TIA-569-C (May 2012) Telecommunications Pathways and Spaces

u. TIA-569-C.1 (February 2013) Telecommunications Pathways and Spaces Addendum 1- Revised Temperature and Humidity Requirements for Telecommunications Spaces

v. TSB-190: Guidelines on Shared Pathways and Shared Sheaths

w. ANSI/TIA-606-B (June 2012) Administration Standard for Telecommunications Infrastructure

x. TIA-607-C (November 2015) Generic Telecommunications Grounding (Earthing) and Bonding for Customer Premises

y. TIA-607-B-1 (January 2013) Generic Telecommunications Grounding (Earthing) and Bonding for Customer Premises - External Grounding Addendum

z. TIA-607-B-2 (August 2013) Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises Addendum 2 – Structural Metal

aa. TIA-758-B (April 2012) Customer-Owned Outside Plant Telecommunication Infrastructure Standard

bb. ANSI/TIA-598-C-2005, Optical Fiber Cable Color-coding

cc. TIA-1152 (September 2009) Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling

dd. ANSI/TIA-862-A (April 2011) Building Automation Systems Cabling Standard

ee. TIA-1005-A (June 2012) Telecommunications Infrastructure Standard for Industrial Premises

ff. TSB-162-A (November 2013) Telecommunications Cabling Guidelines for Wireless Access Points

gg. ANSI/TIA-4966 (May 2014) Telecommunications Infrastructure Standard for Educational Facilities

3. ISO/IEC

a. ISO/IEC 11801 Edition 2.2: Information Technology – Generic Cabling For Customer Premises

b. ISO/IEC TR 11801-99-1 – Balanced cabling for 40Gbps channels – (2014-2015)

c. ISO/IEC 24764 Edition 1.0: Information Technology – Generic Cabling Systems For Data Centres

d. ISO/IEC 24764-1 - Data Centers - Amendment to add Intermediate Distributor (ID) for large or modular data centers

e. ISO/IEC 14763-2 Edition 1.0: Implementation and Operation of Customer Premises Cabling – Part 2: Planning and Installation

f. ISO/IEC 14763-3 Edition 2 – Testing of Optical Fiber Cabling – methods for inspection and testing of installed optical fiber

g. ISO/IEC TR 29125:2010 Information technology -- Telecommunications cabling requirements for remote powering of terminal equipment

4. National Electric Codes

a. National Electrical Safety Code (NESC) (IEEE C2-2012)

b. ANSI/NFPA 70-2011, National Electrical Code© (NEC©)

c. ANSI/IEEE C2-207, National Electrical Safety Code®

d. National Electrical Code (NEC) (NFPA 70)

5. OSHA Standards and Regulations – all applicable

6. Local Codes and Standards – all applicable

7. BICSI – Building Industry Consultative Services International

e. ANSI/BICSI 005-2013, Electronic Safety and Security (ESS) System Design and Implementation Best Practices

f. Information Transport Systems Installation Methods Manual (ITSIMM), 6th Edition

g. ANSI/BICSI 002-2011, Data Center Design and Implementation Best Practices

h. Network Systems and Commissioning (NSC) reference, 1st Edition

i. ANSI/NECA/BICSI 568-2006, Standard for Installing Commercial Building Telecommunications Cabling

j. NECA/BICSI 607-2011, Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings

k. BICSI-003-2014 Building Information Modeling (BIM) Practices for Information Technology Systems

l. Telecommunications Distribution Methods Manual, 13th Edition

m. AV Design Reference Manual, 1st Edition

n. Network Design Reference Manual, 7th Edition

o. Outside Plant Design Reference Manual, 5th Edition

p. Wireless Design Reference Manual, 3rd Edition

q. Electronic Safety and Security Design Reference Manual, 3rd Edition

r. Commercial Installation On-the-Job Training Booklet

s. Telecommunications Project Management (TPM) reference, 1st Edition

8. Anywhere cabling standards conflict with one another or with electrical or safety codes, Contractor shall defer to the NEC and any applicable local codes or ordinances, or default to the most stringent requirements listed by either.

9. Knowledge and execution of applicable standards and codes is the sole responsibility of the Contractor.

10. Any violations of applicable standards or codes committed by the Contractor shall be remedied at the Contractor's expense.

D. Wilco Substitution Policy

1. This is a performance-based specification developed from the experience of Technology Services in providing exceptional solutions for all our facilities and departments. As such, substitution of specified systems is discouraged, but allowed if Contractor strictly follows Substitution Policy outlined below.

2. Contractors offering product substitutions or equivalents are responsible for proving equal or superior mechanical and transmission performance to those products listed herein.

3. The process for substituting products other than those specified is as follows:

    a. Any Contractor wishing to offer structured cabling or associated infrastructure products other than those specified shall submit a request for product substitution in writing no less than one week in advance of bid.

Written requests for substitution shall be accompanied by three samples of the substitution product along with associated drawings, specification sheets and engineering documents for evaluation by Technology Services.

Any copper or fiber cabling products that carry signal shall be accompanied by third party laboratory performance test reports from an ITS/ETL proving equivalency in transmission performance.

4. Equal product acceptance must be received from Wilco in writing to be valid.

5. Contractor shall assume all costs for removal and replacement of any substituted product installed without prior written approval. Such costs shall include but not be limited to labor, materials as well as any penalties, fees or costs incurred for late completion.

E. Contractor Qualifications

1. General

    a. Contractor must have at least 5 years documented experience installing and testing structured cabling systems of similar type and size. Contractor must also provide a list of key installation personnel, their hire dates, and a resume of their experience. Key installation personnel shall include at least one foreman and one journey level installer or technician. By submitting the names of these personnel, the contractor is committing them to the execution of the project outlined in this specification. No temporary labor shall be allowed, all contractor employees shall be full time, and proof showing full time employment must be on file.

    b. Contractor shall have offices and service personnel based with a fifty-mile radius of Williamson County and be capable of same-day response to service calls.

    c. At anytime Wilco can request background checks on personnel working on county property.

Contractor shall employ at least one BICSI Registered Communication Distribution Designer "RCDD". The RCDD shall provide approval on the design, installation, and documentation of this communications system along with making sure all Panduit Certification Plus System Warranty documentation and requirements are met and submitted to Panduit upon completion of the project. The RCDD must be local to the office where work is taking place.

The contractor shall not subcontract voice/data/video/fiber cabling, termination or testing without the written permission of Panduit and Williamson County. If any work is subcontracted it shall be to an approved Panduit PartnerONE Certified Installer (Silver/Gold/Platinum) in good standing.

Contractor shall have all necessary permits, licenses, and inspections required for the performance of data, voice, and fiber optic cable installations.

Contactor shall be a current Panduit PartnerONE Certified Installer (Silver/Gold/Platinum) or accepted substitute manufacturer (See Substitution Policy). A copy of the corporate manufacturer certification must be included with all quotes.

At least 30 percent of the technicians on the job must have a current Panduit Certified Copper Technicians certificate, or accepted substitute manufacturer, to install copper distribution systems.

At least 30 percent of the technicians installing any Fiber Distribution Systems must have a current Panduit Certified Fiber Technicians certificate, or accepted substitute manufacturer certificate, to install fiber distribution systems

The Telecommunications contractor must provide a project manager to serve as the single point of contact to manage the installation, speak for the contractor and provide the following functions:

- Initiate and coordinate tasks with the Williamson County Project Manager and others as specified by the project schedule.
- Provide day to day direction and-site supervision of Contractor personnel.
- Ensure conformance with all contract and warranty provisions.
- Participate in weekly site project meetings.
- This individual will remain project manager for the duration of the project. The contractor may change Project Manager only with the written approval of Williamson County.

Contractor Project manager must be manufacturer certified in the copper and fiber information transport systems to be installed.

2. References

    a. Communications Contractor shall provide with bid, a list of three reference accounts where similar Data, Voice, Fiber Optic Cable, and related equipment installation work was performed within the last year (twelve-month period).

3. Termination of Services

    a. Williamson County reserves the right to terminate the Communication Contractor's services if at any time the Technology Services Engineer or Facilities Project Manager determines the Communication Contractor is not fulfilling their responsibilities as defined within this document.

Contractor's appearance and work ethics shall be of a professional manner, dress shall be commensurate with work being performed.

Dress displaying lewd or controversial innuendos will strictly be prohibited.

Conduct on Williamson County property will be professional in nature.

Any person in the Contractor's employ working on a Williamson County project considered by Williamson County to be incompetent or disorderly, or for any other reason unsatisfactory or undesirable to the Department of Technology Services, such person shall be removed from work on the Wilco project.

Upon termination, the Communications Contractor shall be restricted from the premises and compensated for the percentage of work completed satisfactorily.

4. Other Contractor Responsibilities

    a. All Contractors working within a Wilco facility are fully responsible for understanding and adhering to all rules and requirements listed in Appendix A – "Wilco Contractor/Vendor Rules and Regulations".

    b. All Contractors working within a Wilco facility department is fully responsible for understanding and adhering to all rules and requirements listed in Appendix B – "POLICY & PROCEDURE CONCERNING ALL ELECTRICAL, TELECOMMUNICATIONS AND NETWORKING INSTALLATIONS AND/OR MODIFICATIONS".

    c. Confirmation of Pathway and Cable Manager Sizing:

        - Wherever cabling pathways or managers are installed, it is the Contractor's responsibility to confirm pathway or manager sizing to represent no more than 35% fill according to manufacturer's fill charts based on projected cable densities when racking systems and cabling pathways are fully populated.
        - Pathways overfilled upon installation will not be accepted and shall be remedied at Contractor expense.

    d. Contractor is responsible for the removal and disposal of all installation and construction debris created in the process of the job. All work areas will be cleaned at the conclusion of the workday and no tools or materials shall be left in a manner as to pose a safety hazard.

Contractor must remove all abandoned cable per Article 800 of the National Electrical Code and per TIA and BICSI standards, recycling these materials where possible. Removal of orphaned cable is mandatory. Contractors must consider this when placing bids.

Contractor shall abide by the regulations set by local Williamson County's Security Policy pertaining to access and conduct while on Wilco property.

Contractor shall all obey all posted speed limits and parking regulations at the Williamson County facilities where the work is being performed.

F. Warranty

1. General

    a. Contractor shall provide a Panduit Certification Plus Warranty on all copper and fiber permanent cabling links.

It is understood the Panduit Certification Plus Warranty is a system performance warranty guaranteeing for 25 years from acceptance that the installed system shall support all data link protocols for which that Category of copper cabling system or fiber OM/OS designation of fiber optic system is engineered to support according to current and future IEEE and TIA standards.

The Panduit Certification Plus Warranty may be invoked only if the cabling channel links are comprised of continuous manufacturer approved components, including patch cords, equipment cords and fiber jumpers.

Upon acceptance of Warranty, Panduit will mail a notification letter to the installer and a notification letter and warranty certificate to Williamson County.

2. Contractor Warranty Obligations

    a. Installation firm (Contractor) must be a current Panduit PartnerONE Certified Installer (Silver/Gold/Platinum) or approved equivalent manufacturer in good standing and shall include a copy of the company installation certification with the bid.

Contractor shall name a supervisor to serve on site as a liaison responsible to inspect and assure all terminations are compliant to factory methods taught in Panduit Technician Certification Training, or approved equal, and according to all Standards cited in the Regulatory References section of this document.

Contractor liaison (project supervisor) shall have a current, up-to-date Panduit Certified Technician (PCT) certificate in both copper and fiber. Copies of the copper and fiber certificates of the Panduit liaison shall be submitted with the bid. These requirements are the same for accepted equivalent manufacturers. See "Substitution Policy" for mandatory procedure when offering substitutions.

Fiber optic cabling system additions and upgrade to existing facilities shall match the fiber type (OM/OS designation) of the system to which it is being installed. Contractor shall under no circumstances mix different OM/OS classes of cable or termination devices (connectors) within the same system.

All intra-building new fiber optic installations shall utilize an appropriate cable construction as specified herein.

All UTP cable pulled and terminated shall be Category 6/6A cable and connectivity whether new or legacy systems.

All UTP terminations within the Williamson County (new) projects shall be terminated using the T568B pin-out (wire map). Legacy additions shall match the copper pin-out of the facility to which cabling is being added-to or upgraded.

Contractor shall install all racking and support structures according to cited Standards in such fashion as to maintain both cited industry standards as well as manufacturer recommendations for uniform support, protection, and

segregation of different cable types,

Contractor is responsible for maintenance of maximum pulling tensions, minimum bend radius, and approved termination methods as well as adhering to industry accepted practices of good workmanship.

Contractor is responsible for understanding and submitting to Panduit all documents required prior to project start to apply for the Panduit Certification Plus Warranty. These include but are not limited to the project information form and SCS warranty agreement. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.

Contractor is responsible for understanding and submitting to Panduit all documents required at project end. These include, but are not limited to completed warranty forms, passing test reports and drawings of floor plans showing locations of links tested. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.

Test results shall be delivered in the tester native format (not Excel) and represent the full test report, summaries shall not be accepted. Contact your Panduit representative for a current list of approved testers, test leads and latest operating systems.

The Communications Contractor will correct any problems and malfunctions that are warranty-related issues without additional charge to Williamson County for the entire warranty period.

The warranty period shall commence following the final acceptance of the project by Williamson County and written confirmation of Warranty from Panduit. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.

<END OF SECTION>

II. Installation and Maintenance Guidelines

A. Maintenance of Patch Fields

1. Any persons, whether with a Contractor or Williamson County, adding or moving copper or fiber optic patch (equipment) cords shall do so in a neat, workmanlike fashion in keeping with the intended cable management concept and according to all industry best practices as outlined in cabling standards and applicable BICSI publications referenced in this document.

2. Persons performing such moves, adds or changes (MACs) shall further adhere to the following:

    a. Use existing cabling management pathways and take care to place cable like with like, maintaining original segregation strategies for separating fiber and copper cables as well as any separation necessary between different types of copper cables.

Cables shall be dressed neatly within patch management pathways with care taken to maintain minimum bend radius of not less than 4 times the cord outer diameter for copper and not less than a 1" bend radius for fiber jumpers as per ANSI/TIA 568-C.0.

All patch cords used shall be of same copper Category or fiber OM/OS designation as the media used in the permanent cabling links.

Patching in all cases shall be done using factory terminated cords manufactured for that purpose. Hand terminated patch cords will not be accepted.

All patch cords or jumpers must be completely contained within supplied cable management paths. Cables draped across the front cabinets or racks will not be accepted and shall be remedied at Contractor's expense.

Any persons installing or moving fiber optic patch cords for any reason will clean the connector with lint-free wipes and 99% or higher isopropyl alcohol before replacing the connector in a patch or equipment port.

Any technicians, whether with Williamson County or Contractors performing moves, adds or changes within patch field will label additions to the system according to the labeling conventions in place at that facility.

Any persons with Williamson County or installing Contractor performing moves, adds or changes within patch field will record the move according to record system in place at that facility.

B. Cable Pulling and Termination

1. General

    a. Contractor is responsible for installing systems according to all applicable codes and the standards cited in this document.

Contractor shall use grommets/bushings to protect the cable when passing through metal studs or any openings that can possibly cause damage to the cable. This includes grommets on ends of hard conduit where used.

Do not deform the jacket of the cable. The jacket shall be continuous, free from pinholes, splits, blisters, burn holes or other imperfections.

Install proper cable supports, spaced less than 5 feet apart, and within manufacturer's requirements for fill ratio and

load ratings.

Leave a pull string to the end of each conduit run. Replace pull string if it was used for a cable pull.

Note service loops may not touch the drop-ceiling assembly. Any portion of the communications cabling contacting ceiling structures must be remedied at the Contractor expense.

Label every cable within 12 in. of the ends with self-laminating wire wrap cable appropriate to that cable size. Use a unique number for each cable segment as required by the project documentation and the labeling section of this document.

Dress the cables neatly with hook and loop fire retardant cable ties. Plastic ties are NOT approved

Contractors installing cabling systems in Williamson County facilities shall install plenum rated cable in all instances. Non-plenum cable is not allowed and shall be removed at Contractor's expense.

2. Copper

    a. When making additions to legacy systems, Contractor shall match the cabling configuration (pinout) of the existing systems. Legacy systems at Williamson County are in most cases T568B.

Within all new installations within Williamson County facilities, contactor shall use copper pinout T568B.

All four pair Category 6/6A cable runs shall be kept to a maximum permanent link length of 83 meters when using a total 10 meters of 28 awg" small diameter" patch cords.

Use low to moderate force when pulling cable. Maximum tensile load may not exceed 25' lbs. maximum pulling force per 4 pair cable.

No pathway, including conduits shall have greater than a 35% fill per manufacturer fill charts. Contractor is responsible for bringing to the attention of Williamson County project manager any insufficiently sized conduit or cable pathways discovered on site or in project documentation.

Keep Category 6/6A cables as far away from potential sources of EMI (electrical cables, transformers, light fixtures, etc.) as required in cited TIA Standards.

All copper horizontal cabling shall have slack service loops no less than 12" at the work area (equipment outlet) and not less than 3 feet in the telecommunications room.

Service loops may be wall mounted or contained in pathways or racking systems if done in a neat, workmanlike fashion using concentric circles or s-turns.

All UTP patching shall be accomplished using modular patch panels as indicated elsewhere in this document.

All removed copper cable is to be disposed of in a Williamson County recycling bin designated for "copper" or removed from the property to be disposed of by Contractor if this is the instructions in the project documentation.

3. Fiber

    a. When making additions to legacy systems, Contractor shall match the fiber type and fiber connectors used within that system.

Within all new fiber installations within Williamson County, contactor shall utilize an approved fusion splice termination method. See product section and Appendix C for details.

When installing fiber cable, Contractor shall maintain a minimum bend radius, both under pulling load and static (installed), per requirements outlined within TIA standards, or manufacturer's recommendations, whichever is the most stringent.

Fiber terminations shall be done according to recommendations of TIA, manufacturer's requirements and accepted industry best practices.

All unjacketed fiber shall be contained within appropriate fiber enclosures. Exposed tight-buffered or loose-tube strands will not be tolerated and shall be remedied at Contractor's expense.

Contractor shall perform test setup and testing according to guidelines in the "Testing and Acceptance" section of this document.

<END OF SECTION>

III. Cabling Systems and Associated Infrastructure

A. Cabling Subsystem I – Horizontal Cabling System

1. Horizontal Cabling systems will NOT be utilized within the Rackspace. There will be 1U between the Patch Panel and the next to allow a 48P Switch to fit in-between and the utilization of 1ft Cables will be used.

2. Metal Conduit

    b. Contractor shall size conduit large enough to accommodate at least 50% growth. I.e. conduit for 4 cables shall be sized to accommodate 6 cables at less than 40% calculated fill based on cable OD.

3. Equipment Outlets (Faceplates)

    a. When adding horizontal cabling to existing facilities within Williamson County, Contractor shall match the existing cable plant regarding color of existing raceway and faceplates.

Flush mount faceplates in new projects shall be Panduit Mini-Com® faceplates (or approved equivalent) with label fields as called for in the project documentation.

- Faceplates with no labels shall include painted combination head screws.
- The faceplates shall mount to standard U.S. NEMA boxes and adapters with screw-to-screw dimensions of 3.28" (83.3mm).
- Faceplates shall be available with or without labels.
- Dedicated sloped versions shall be available for improved bend radius control and decreased requirements in wall depth.
- Each faceplate shall accept Mini-Com ® modules that can be individually inserted and removed as required.

    b. See Appendix C for faceplate part numbers.

4. Equipment Outlets – Surface Boxes

    a. Wireless access points on walls and ceilings utilize Category 6A horizontal runs (drops)

        - Terminated at location with TX6A™ Category 6A Field Term RJ45 Angled Plug

    b. IP Cameras on walls and ceilings utilize Category 6A horizontal runs (drops)

        - Terminated at location with Two-hole Boxes (Ceiling) or Junction Box with Mini-Com single gang vertical faceplate (Wall).

    c. Two-hole boxes shall further meet the following requirements:

        - Boxes shall be in electric ivory or international white as called for in project-specific documentation.
        - Able to accept all Mini-com ® Modules
        - Include mounting screws and adhesive tape

- Be compatible with Panduit® LD3, LD5, and LD10 Raceway.

5. Copper Jacks

   a. Modular jacks shall be Panduit Category 6/6A Mini-Com® TG-Series Jack Modules (or approved equivalent) and have the following characteristics.

      - The eight position modules shall be used in all work areas and shall meet the connector requirements of the TIA/EIA Category 6/6A standard.
      - The wiring scheme label shall be available with both T568A and T568B wiring schemes.
      - The modules shall terminate four pair 24 and 22 AWG 100-ohm solid unshielded twisted pair cable.
      - The modules shall be universal in design, including complying with the intermate ability standard IEC 60603-7 for backward compatibility.
      - Category 6/6A modules shall have UL and CSA approval. The modules shall have ETL verified Category 6/6A performance and ISO Class E performance (as defined in ISO/IEC 11801) in both the basic and channel links.
      - They shall be rated for 75°C maximum operating temperature heat capacity.
      - They shall be universal in design, accepting six or eight pair modular plugs without damage to the outer module contacts.
      - The modules shall be able to be re-terminated a minimum of 10 times and be available in 11 standard colors for color-coding purposes.
      - The module shall snap into all Mini-Com® outlets and patch panels.

Consult project documentation for jack color coding in use for that installation.

See Appendix C at the end of this document for part numbers.

6. Category 6/6A Unshielded Twisted Pair Cable

   a. Category 6/6A UTP cable shall be plenum jacket.

For cable colors on actual project, consult the project documentation.

See Appendix C at the end of this document for cable part numbers.

7. Distributor I (Horizontal Patch Panels) – standard density patch panels

   a. Williamson County copper patch panels in the horizontal patch fields shall be flat 1 RU or 2 RU Mini-Com® type with frames of either metal or molded polymer.

      - Patch panels shall be available in standard density 24 and 48-port configurations.
      - Patch panels include pre-numbered labels with writable surface

For instructions for which patch panel to use consult project-specific documentation.

For detailed part numbers see “Appendix C” at the end of this document.

8. Small Diameter Category 6/6A Copper Patch Cords

    a. Copper patching of Category 6/6A links in Williamson County facilities shall use Panduit 28 awg “small diameter” patch cords having the following characteristics:

        - Cable diameter not more than 0.150 in. (3.8mm) nominal.
        - FCC and ANSI compliance: Meets ANSI/TIA/EIA-1096-A; contacts plated with 50 micro inches of gold for superior performance.
        - IEC compliance: Meets IEC 60603-7 c (UL) US listed: UL 1863, CSA standard C22.2.
        - PoE compliance: Meets IEEE 802.3af and IEEE 802.3at for PoE applications in bundle sizes up to 48 cables.
        - Operating temperature: 14°F to 140°F (-10°C to 60°C).
        - Storage temperature: -40°F to 158°F (-40°C to 70°C).
        - Plug housing: UL94V-0 rated clear Polycarbonate.
        - Contacts: Gold plated phosphor bronze.
        - RoHS compliance: Compliant.
        - Flammability rating: CM/LSZH dual rated.

For in telecom patch fields, Wilco projects use color coded small diameter patch cords to indicate various circuits. These colors and circuits they represent are as follows:

Blue = Common Data Drops
Black = Utility (AC/Building Maint.)
Yellow = Security (Cameras/Door Access)
White = Wireless AP
Red = Public Safety

Consult project documentation for how color coding is to be used on that job.

See Appendix C for part numbers.

9. Surface Mount Raceway – Wall Mount

    a. Panduit LD-Series or T-Series Raceways.

10. Modular Furniture Raceway

    a. Office and administrative areas repurposing used modular furniture may require additional cable pathway space and shall utilize Pan-Way ® Office Furniture Raceway System, or approved equivalent.

    b. Such modular furniture raceway shall provide cable paths along the top of modular furniture partitions dropping services (equipment outlets) at work surface level.

c. Modular furniture raceway must meet the following requirements:

- UL listed in accordance with UL-5C requirements for Class 2 Communication Cable Management Systems.
- Maintains bend radius control throughout the entire office furniture raceway system as required by TIA/EIA-568-B and 569-B.
- Faceplates are compliant with the labeling requirements of the TIA/EIA-606-A standard.
- Robust design and tamper resistant closure increases product stability and prevents damage to cabling during and after installation.
- Product supplied with adhesive backing for fast and easy installation.
- Creates a virtually invisible solution for routing data cables on panels from all common manufacturers with a top cap width between 1.88" and 2.30".
- Designed for use with Mini-Com ® Connectivity, also accepts all common manufacturers' connectivity with use of a NEMA standard 70mm faceplate or module frame.

Consult Appendix C for part numbers.

11. Power and Communications Poles

a. Many Wilco offices use power/communications poles to deliver power and data cables from the ceiling into the work area space below.

b. See Appendix C for part numbers for 11' and 13' power/communications poles.

C. Cabling Subsystem II – Intrabuilding Fiber Backbone

a. Intrabuilding single mode Fiber Trunks are for Use within Buildings.

b. On additions to existing Williamson County fiber cable plant, Contractor shall match existing fiber and connector types.

c. In new Williamson County projects, backbone fiber running between telecom spaces within buildings (cabling subsystem II) shall be single mode Opti-Core® Fiber Optic Indoor Plenum Rated Interlocking Armored Cable and shall further have the following characteristics:

- Used in intrabuilding backbone, building backbone, and horizontal installations for riser (OFCR), plenum (OFCP), and harsh environments
- Interlocking aluminum armor eliminates the need for inner duct or conduit to provide a smaller crush resistant pathway for design flexibility and a lower installed cost
- Fiber strand count listed in drawings.
- Sheath markings provide positive identification, quality traceability, and length verification
- 900µm standards-based color-coded buffer coating protects fibers during handling and allows for easy identification and stripping
- Cable design and flexible buffer tubes allow for quick breakout and ease of routing

Contractor shall terminate tight-buffered cable constructions with Panduit Opti-cam LC fiber connectors.

See Appendix C for part numbers.

D. Cabling Sub-system III – Interbuilding Fiber Backbone

1. Single mode Fiber Trunks for Use Between Buildings

    a. On additions to existing Williamson County fiber cable plant. Contractor shall match existing fiber and connector types.

In new Williamson County projects, backbone fiber running between buildings (cabling subsystem III) shall be Panduit Opti-Core® Gel-Free Fiber Optic Indoor/Outdoor All-Dielectric Cable, or approved equivalent.

Loose tube outside plant cable shall be terminated in the entrance facility using approved Panduit fusion pigtails with appropriate Panduit fan-out kits, splice trays, and splice holders.

Fanout kits shall have the following properties:

- Used to build up 250µm fiber to 900µm loose buffered coating size for connector termination
- • Include 900µm hollow tubing and plastic housings
- • Include adhesive tape for mounting
- • Include TEFLON* powder for easy insertion of fibers

Refer to Appendix C for part numbers.

Interbuilding fiber trunks must have the following features:

- Allows installation using loose tube cable methods within buildings and outdoor environments for transitional aerial and duct applications, and in entrance facilities that require plenum (OFNP) rated cable
- Eliminates the need for building entrance transition point
- All-dielectric cable construction requires no grounding or bonding
- UV resistant cable sheathing meets the light absorption requirement defined by Telcordia GR-20, Issue 2 to withstand harsh outdoor environmental demands
- Dry water-blocking technology allows rapid cable preparation and termination for lower termination costs and time (no messy gel required)
- Available in 6 and 12-fiber counts in “central loose tube” design, and in 24, 36, 48, 72, 96 and 144-fiber counts in a “stranded loose tube” design
- Sheath markings provide positive identification, quality traceability, and length verification
- 250µm buffer coating protects fibers during handling and allows for ease of stripping

See Appendix C part numbers.

E. Fiber Connectivity

1. LC Fiber Connectors

    a. All LC terminations shall be done with Panduit fusion splice pigtails See Appendix C for part numbers on fiber connectors.

2. Fiber Enclosures

    a. Fiber cable terminations shall be contained in 2 RU or 4 RU Panduit FCE series rack mount fiber enclosures, or Wilco approved equal.

    b. Contractor shall select enclosure size as needed for the number of fibers projected to be in that telecommunication space when fully populated.

    c. Contractor shall fill any unused enclosure space with a blank fiber adapter panel (FAP).

    d. FCE enclosures shall further have the following properties:

        - Be able to hold QuickNet ™ Fiber Optic Cassettes, Opticom ® Fiber Adapter Panels, or splice modules.
        - Have a slide-out, tilt-down drawer to provide full front access to all fibers and cables.
        - Employ integral bend radius control and cable management appliances for fiber optic patch cords.
        - Have rear cable management for proper slacking/spooling of trunk cable breakouts and interconnect cables.
        - Have multiple trunk cable entry locations and include fiber optic cable routing kit (grommets, cable ties, spools, strain relief bracket, and ID/caution labels) for different installation configurations.

See Appendix C for part numbers.

3. Fiber Adapter Panels

    a. FCE fiber enclosures shall be populated with fiber adapter panels containing either 6 LC single mode duplex fiber adapters, or 12 LC single mode duplex fiber adapters depending on the density needs of the telecom room.

    b. Consult project documentation to determine whether 6 or 12 LC single mode duplex adapters are to be used on a given job.

Contractor is responsible to blank out any enclosure spaces where adapter panels are not used.

Adapter panels shall further have the following features:

- Loaded with TIA/EIA-604 FOCIS-10 compatible adapters.
- Exceed TIA/EIA-568-B.3 requirements.
- Adapter housing colors follow TIA/EIA-568-C.3 suggested color identification scheme.
- Snap quickly into the front of all Opticom ® components
- Accept FOCIS-10 compatible senior LC connectors at either end or FOCIS-10 junior LC connectors at the inside end for behind the wall applications.

- Both ends accept FOCIS-10 compatible senior LC connectors.
- Junior end also accepts FOCIS-10 compatible junior (fixed ferrule/springless) SC connectors.
- Choice of phosphor bronze or zirconia ceramic split sleeves to fit specific network requirements; zirconia ceramic split sleeves are recommended for OM4/OM4 multimode and OS1/OS2 single mode applications.
- Every adapter is laser marked with Q.C. number to assure 100% traceability.

Consult Appendix C for fiber adapter panels and blank adapter panels.

4. Fiber Patch Cords

   a. Fiber patch fields within Williamson County facilities shall utilize riser rated singlemode LC fiber jumpers (fiber patch cords) that have the following properties:

      - LC Duplex Fiber Optic Patch Cords, to allow users easy accessibility in tight areas when deploying very high-density LC patch fields.
      - Jumpers shall be available in OS1, OS2 and single-mode and be available in in riser (OFNR), plenum (OFNP), and low smoke zero halogen (LSZH) rated jacket materials.

See “Appendix C” at the end of this document for single mode LC jumper part numbers.

F. Cable Pathways

1. Overhead Metallic Pathway

   a. Cable delivery over racking systems in telecommunications rooms shall be done with Wyr-Grid® overhead cable tray routing system or College approved equal.

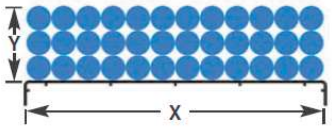
   b. Any pathway offered must have the following properties:

      - Wyr-Grid® Pathways are provided in four widths: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm).
      - Wyr-Grid® System incorporates non-integral Snap-On sidewalls which minimize specification requirements and are offered in three different heights: 2" (50mm), 4" (102mm), and 6" (152mm).
      - Wyr-Grid® Splice Connectors have an integral bonding screw that creates a mechanical-electrical bond between cable tray pathway sections.
      - Wyr-Grid® Waterfalls are offered in two different configurations that attach to all pathway sections: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm) to facilitate bend radius control and cable management.
      - Wyr-Grid® Support Brackets are offered in various widths to accommodate pathways: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm); have integral quick-clip retention; accommodate 1/2" or 12 mm threaded rods.

   c. All metallic cable trays must be grounded, and all sections bonded in accordance with listing requirements for the system and per TIA 607-B including most recent revisions, TSB and addenda.

d. Contractor is responsible sizing all pathways to represent no more than a 35% fill upon installation per manufacturer's fill chart below:

Wire Fill for Wyr-Grid® Overhead Cable Tray Routing System



X (in.)	Y (in.)	Internal Area (in^2)	Category 6A (SD) Diameter 6.1mm 0.240"	Category 6A Diameter 7.6mm 0.300"	Category 6 Diameter 6.1mm 0.240"	X (in.)	Y (in.)	Internal Area (in^2)	Category 6A (SD) Diameter 6.1mm 0.240"	Category 6A Diameter 7.6mm 0.300"	Category 6 Diameter 6.1mm 0.240"
12.2	2	24.3	269	172	269	24.2	2	48.3	534	342	534
	4	48.7	538	344	538		4	96.7	1069	684	1069
	6	73.0	807	516	807		6	145.0	1603	1026	1603
18.2	2	36.3	401	257	401	30.2	2	60.3	666	427	666
	4	72.7	804	514	804		4	120.7	1334	854	1334
	6	109.0	1205	771	1205		6	181.0	2000	1280	2000

"Y" equates to the height of the Wyr-Grid® Optional Sidewalls. The internal area defines the allowable fill capacity based on the Wyr-Grid® Pathway width and optional sidewall height. The Wyr-Grid® Pathway cable fill is based on NEC allowable fill of 50%.
The above cable diameters represent the nominal Panduit cable diameter per performance level.

All cable trays and grounding conductors should be clearly marked in accordance with manufacturer's instructions, applicable codes, standards and regulations.

Contractor shall take care to segregate and protect armored fiber from copper cabling in metallic pathway.

Bundled copper and fiber backbones shall be dressed to maintain segregation of cable types throughout the pathway. Innerduct or separate fiber duct is not necessary, due to armored construction on fiber backbone.

See Appendix C for part numbers.

2. J-Hooks

e. J-hook systems used by Williamson County shall be Panduit "J-Pro" series, or approved equivalent.

Contractor installing J-hook systems shall space them no more than 5 feet apart as per TIA 569-C standard.

J-Hook Sizing shall be no greater than 2" and a maximum bundle size of 24 cables. If J-hooks are deemed too small by above criteria, Contractor shall bring this to the attention of Williamson County for resolution in writing.

J-hook systems used by Williamson County shall have the following properties:

- Patented design provides complete horizontal and vertical 1" bend radius control that helps prevent degradation of cable performance.
- UL 2043 and CAN/ULC S102.2 listed and suitable for use in air handling spaces.
- Pre-riveted assemblies allow for attachment to walls, ceilings, beams, threaded rods, drop wires and underfloor supports to meet requirements of a variety of applications.
- Wide cable support base prevents pinch points that could cause damage to cables.
- Cable tie channel allows user to easily install 3/4" (19.1mm) Tak-Ty ® Cable Ties to retain cable bundle.

- Durable non-metallic J Hook materials provide the ability to manage and support a large number of cables.
- Material: Black Nylon 6.6 J Hook with metal attachments.

f. See Appendix C for part numbers.

G. 19” Racks and Rack-mount Cable Managers

1. General:

   a. Wilco will often use a “active rack/passive rack” strategy, putting all active electronics on one rack and all associated patching on an adjacent rack. Consult project documentation for details on job.

2. Two-post Communications Racks

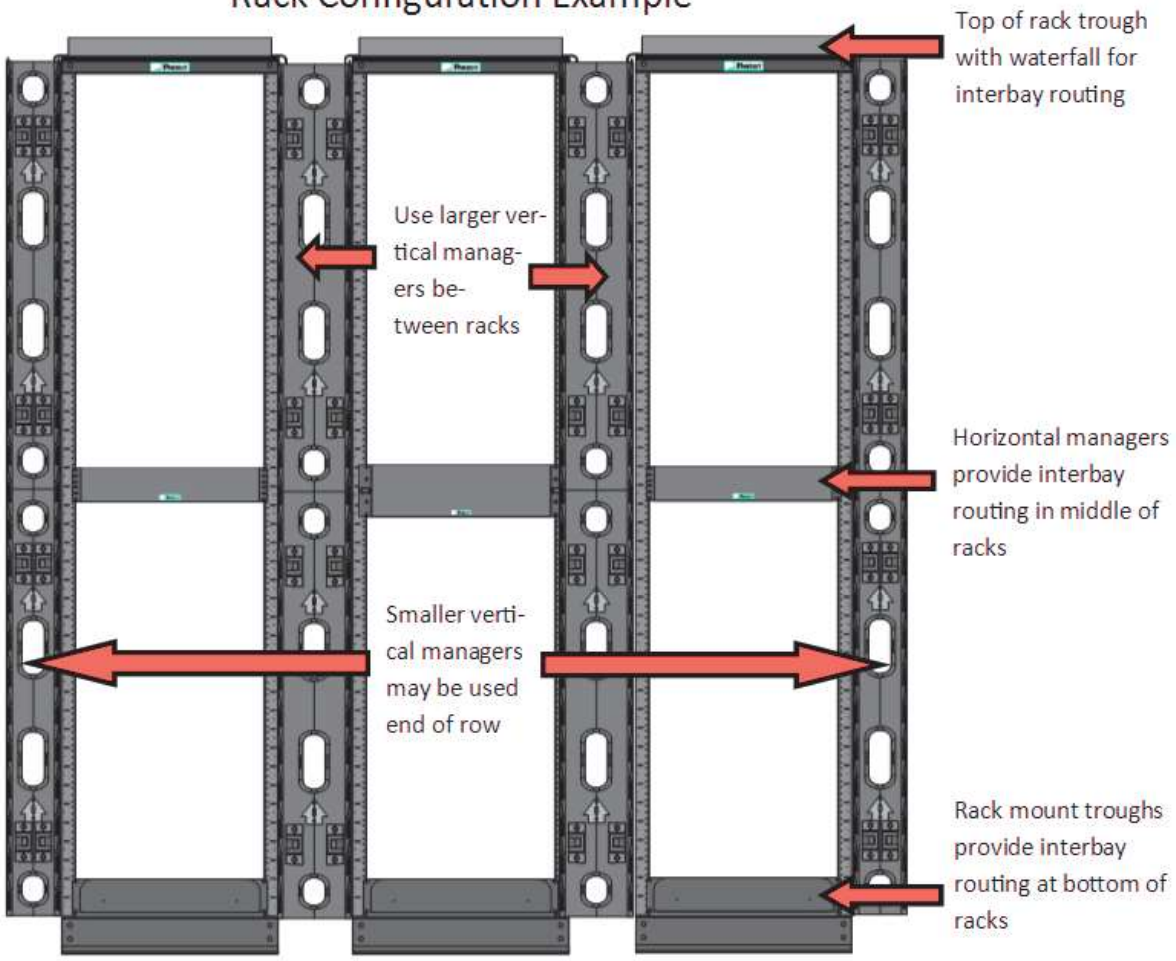
   a. 2-post racks will be Panduit black-powdered aluminum (or Wilco approved equivalent) and have the following properties:

      - 19" EIA rack, aluminum.
      - Dimensions : 84.0"H x 20.3"W x 3.0"D (2134mm x 514mm x 76mm).
      - Rack units numbering up from bottom to allow quick and easy location of rack mount items
      - UL listed for 1,000 lbs. load rating.
      - Double-sided #12-24 EIA universal mounting hole spacing with 24 #12-24 mounting screws included.
      - Accepts all Panduit cable management and patch panel products in addition to any industry standard 19" components.
      - Includes paint piercing washers for assembly to assure electrical continuity between components as pert TIA 607-B Bonding and Grounding Standard.

In telecommunications rooms with multi-bay rack rows configured such that patching will take place between racks, Contractor is responsible to include in design interbay routing pathways at the top, middle and bottom of each bay to provide efficient and neat routing between any two points within rack rows.

Interbay routing shall be provided in the form of top troughs, interbay mid-rack path and flanged shelf at the bottom. See rack configuration example below.

Rack Configuration Example



Size all cable managers to contain no more than 35% fill per manufacturer's fill tables upon installation

Contractor shall use 4RU trough CMLT19 at the base of each rack.

All racks shall be outfitted with a vertical grounding busbar along one rail, with all equipment bonded to ground according to TIA 607-B Bonding and Grounding Standard. See Bonding and Grounding section of this document for details.

See Appendix C for part numbers.

3. 4 Post Racks

    a. Racks in large equipment rooms and data centers may require 4 post racks. These racks shall have the following properties:

        - Independent adjustable front and rear mounting rails can be adjusted while the rack is secured to the floor
        - Printed rack space identification on all equipment rails allows for quick location of rack spaces, speeding
        - installation of rack mount items (shipped numbers up per TIA606 specifications; can be set to number down by flipping the rails)
        - Rack is UL listed for 2,500 lbs. load rating
        - Rear rail construction provides a clear ventilation path for side ventilated switches
        - Multiple mounting holes in top flanges for securing ladder rack
        - Weld nut construction eliminates the need for a second wrench increasing speed and ease of assembly
        - Multiple mounting locations for vertical power strips on any of the four posts or on the adjustable mounting rails
        - Paint piercing washers included

See Appendix C for 4 post racks part numbers.

4. Rack-mounted Cable Management – Vertical Managers

    a. Vertical cable managers shall be PatchRunner™2 Vertical Cable Management System in sizes 6” wide, 8” wide, or Wilco approved equivalent.

Contractor will use double sided (front and back) vertical managers on 2-post racks.

All vertical cable managers shall have dual hinged doors.

Contractor shall choose vertical cable manager width according to manufacturer’s fill tables to not represent more than a 35% fill at installation based on projected worst-case density when racks are fully populated.

Contractor shall bring to the attention of Wilco any case where the populated rack will exceed 35% upon installation for resolution from the Department of Information Technologies.

Vertical cable managers shall have the following features:

- Large finger openings accommodate up to 24 Category 6 cables

- Integral cable retainers on the end of each finger to help contain cables within each rack unit
- Bend radius fingers align with rack spaces to support cables as they transition to the vertical pathway
- Dual hinged covers can be opened 110° to the left or right to provide complete access to the cables inside the vertical pathway
- Snap-on cable retainers can be placed on to fingers to help retain cables in channel during installation and maintenance
- Vertical managers include hinged covers, cable retainers, mounting brackets and #12-24 screws

Part numbers are listed in Appendix C.

5. Rack-mounted Cable Management – Horizontal Managers

    a. No horizonal managers will be used, unless there is an absolute need for them.

H. Cable Accessories

1. Cable Ties

    a. Cable bundles on racks and in pathways shall be bundled with re-enterable hook and loop cable ties that come in continuous rolls. NYLON CABLE TIES ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES.

    b. Contractor is responsible for using plenum hook and loop ties in air-return spaces.

See “Appendix C” for part numbers.

2. Physical Security Devices

    a. Some portions of Williamson County networks require additional physical security devices. These take three forms:

        - Devices that block-out copper and fiber ports in patch fields and faceplates that require a special tool for removal.
        - Devices that lock-in copper patch cords and require a special tool for removal of those patch cords.
        - Devices that temporarily or permanently block USB ports on laptops and computers.

Areas where such devices are required will be called out in the project documentation.

See Appendix C for part numbers.

I. Communications Grounding Network

1. General

    a. Contractor is responsible for bonding to ground all newly placed equipment and installed racks or cabinets per the TIA 607-B Standard.

2. Room Busbars

    a. All Telecommunications spaces and distributor rooms shall have installed an appropriately sized wall-mount busbar with BICSI hole spacing that bonds to the building bonding backbone.

    b. See Appendix C for appropriate room telecommunications grounding busbar.

3. Rack and Equipment Grounding

    a. Contractor is responsible for properly grounding all network equipment, racks and cabinets and bonding them to the wall mounted busbars as described in the TIA 607-C standard.

    b. All newly installed racks and cabinets shall have installed a vertical busbar mounted along one equipment rail to serve as a clean, low-resistance bonding place for any equipment not equipped with a designated grounding pad.

Smaller equipment without an integrated grounding pad shall be bonded to the vertical busbar using a thread-forming grounding screw that is anodized green and includes serrations under the head to cut through oxidation or paint on the equipment flange.

Larger equipment (chassis switches) with a designated grounding terminal shall be bonded to the vertical busbar with an EBC (equipment bonding conductor) kit built to that purpose.

Contractor shall take care to clean (wire brush, scotch brite pads) any metallic surface to be bonded down to bare metal and apply a film of anti-oxidation paste to the surfaces prior to effecting the bond.

All bonding lugs on racks and busbars shall be of two-hole irreversible compression type. Mechanical lugs and single-hole lugs will not be accepted and shall be removed and replaced at Contractor's expense.

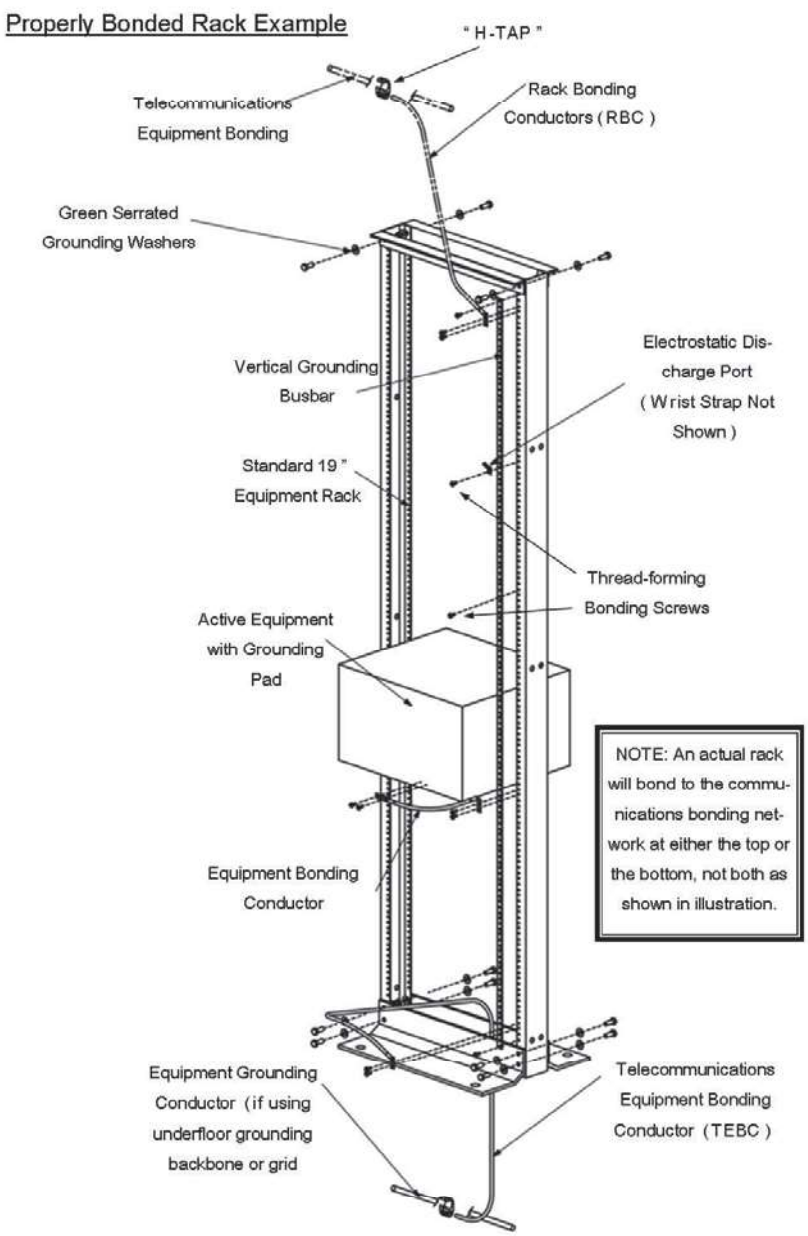
Every rack or cabinet shall have an individual bonding conductor into the grounding network, serially connecting (daisy-chaining) of racks is expressly forbidden and will not be accepted.

Rack Bonding Conductors (RBC) may tap into an overhead or underfloor aisle ground or may run to the wall-mounted grounding busbar in smaller Telecommunications rooms containing 5 racks or less.

A minimum of every other rack or cabinet shall be outfitted with a properly installed and bonded ESD (electro-static discharge) port along with a wrist strap and lead to be used by any technicians servicing network equipment. On four post racks and cabinets these ESC ports and straps shall be provided on front and back to be accessible and able to reach any active equipment needing servicing.

Armored cables shall be properly bonded to the earthing system on both ends with a kit built to that purpose.

For examples of rack grounding refer to the illustrations below:



<END OF SECTION>

IV. Network Labeling

A. General Requirements

1. When labeling any Williamson County network system, Contractor shall adhere to the following requirements:

    a. All cabling added to existing “legacy” installations shall follow the labeling convention in place at that location.

    b. All labeling of installed cabling in new projects shall satisfy all requirements of Williamson County.

    c. Contractor shall, wherever possible pre-print labels using Panduit Easy-Mark software and laser jet printer, or Wilco approved equivalent.

    d. The Panduit PanTher (LS8E) hand-held thermal transfer printer or Wilco approved equivalent shall be used on site to print labels that were unanticipated, or that become damaged in application. Preferred Printer: Epson MP300

    e. This labeling strategy shall, at a minimum, clearly identify all components of the system: racks, cables, panels and outlets, grounding, pathways and spaces like telecommunications rooms.

All labeling information shall be recorded on the as-built drawings and all test documents shall reflect the appropriate labeling scheme.

Labeling will Identify the Floor and Port Number. Ex: 1st floor = 1-201, 2nd floor = 2-201, If there is multiple IDFs on a floor they will be separated as A,B. Example: 1st floor A1-201, B1-201, 2nd Floor A2-201, B2-201.

All label printing will be machine generated by either hand-held labeling systems or computer-generated using programs and materials built specifically for communications labeling.

Handwritten labels will not be accepted and must be remedied at Contractors expense.

Cabling system labels shall utilize materials designed to outlast the cabling elements to which they attach. Office quality labels will not be accepted.

Cable labels shall be self-laminating, appropriately sized to the outside diameter of the cable and placed within view at the termination point on each end.

Outlet, patch panel and wiring block labels shall be installed on, or in, the space provided on the device.

Machine-generated labels shall be installed behind the clear lens or cover on any device that provides such an option.

All labels will be permanently affixed to installed cables, patch panels, racks, cabinets, and enclosures.

Conduit shall be marked indicating the identification of the cable within.

Labels shall be legible and placed in a position that insures ease or visibility.

Label type must be as listed in Appendix C - Materials section at the end of this document.

<END OF SECTION>

V. Testing and Acceptance

A. General

1. All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions.

2. All copper pairs or optical fibers of each installed cable shall be tested and verified prior to system acceptance.

3. Any defect in the cabling system performance or installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors or fibers in all cables installed.

4. All cables shall be tested in accordance with this document, the ANSI/TIA Standards, the PANDUIT® ™Certification Plus System Warranty guidelines and best industry practice.

5. If any of these are in conflict, the Contractor shall bring any discrepancies to the attention of the project team for clarification and resolution.

B. Copper Link Testing

1. All twisted-pair copper cable links shall be tested for compliance to the requirements in ANSI/TIA 1152 and ANSI/TIA 568-C.2 for the appropriate Category of cabling installed using a test unit meeting a minimum IEC IIIe level of accuracy.

2. All testers used must have been factory calibrated by the manufacturer within one year of use or according to factory calibration recommendations, whichever is the more stringent.

3. Contractor shall set references according to manufacturer's recommendation prior to each day's testing and reset references anytime tester is left unused for more than two hours.

4. For warranty purposes, Contractor shall perform the appropriate Permanent Link test. Channel Link testing is rendered void by the movement of patch cords and can be run but not used for final acceptance criteria.

C. Fiber Testing

1. All installed fiber shall be tested for link-loss in accordance with ANSI/TIA-C.0 and shall be within limits specified within ANSI/TIA-C.3, or as spelled out in the project documentation.

2. For horizontal cabling system using multimode optical fiber, attenuation shall be measured in **both directions** at 850 nanometer (nm) **and** 1300 nm using an LED light source and power meter.

3. Attenuation testing shall be performed with a stable launch condition using two-meter jumpers to attach the test equipment to the cable plant. The light source shall be left in place after calibration and the power meter moved to the far end to take measurements.

4. Backbone & WAN single-mode fiber cabling shall be power tested at the 1310 and 1550 wavelengths in both directions. OTDR traces shall be performed in both directions at 1310 and 1550 wavelengths. End face termination/connector captures shall be performed on each connector with a passing result.

5. Test set-up and performance shall be conducted in accordance with ANSI/568-C.0 standard, Method B.

6. Where links are combined to complete a circuit between devices, the Contractor shall test each link from end to end to ensure the performance of the system. Only basic link-loss testing with a power meter is required. The contractor can optionally install patch cords to complete the circuit and then test the entire channel. The test method shall be the same used for the test described above.

7. The values for calculating loss shall be those defined in the ANSI/TIA 568-C.3 Standard. If the link loss requirements defined within the standard conflict with those referenced in the project documentation, Contractor shall immediately bring this to the attention of Information Technologies for resolution.

D. System Documentation

1. Upon completion of the installation, the telecommunications contractor shall provide three (3) full documentation sets to Wilco for approval. Documentation shall include the items detailed in the sub-sections below.

2. Documentation shall be submitted within ten (10) working days of the completion of each testing phase. This is inclusive of all test results and draft as-built drawings. Draft drawings may include annotations done by hand. Machine generated (final) copies of all drawings shall be submitted within 30 working days of the completion of each testing phase.

3. Contractor shall submit with drawings a diagram of each telecommunications room with indicating which cabling drops will terminate in which rooms (classrooms). This is both to give an idea of contractor cable plant design, as well as to facilitate future troubleshooting.

4. At the request of the Information Technologies Engineer, the telecommunications contractor shall provide copies of the original test results in tester native format, not spreadsheet.

5. Information Technologies may request that a 10% random field re-test be conducted on the cable system, at no additional cost, to verify documented findings. Tests shall be a repeat of those defined above. If findings contradict the documentation submitted by the telecommunications contractor, additional testing can be requested to the extent determined necessary by Information Technologies, including a 100% re-test. This re-test shall be at no additional cost to the Williamson County.

E. Test Results

1. Documentation shall be provided in electronic format within three weeks after the completion of the project. The media shall be clearly marked on the outside front cover with the words “Project Test Documentation”, the project name, and the date of completion (month and year).

2. The results shall include a record of test frequencies, cable type, conductor pair and cable (or outlet) I.D., measurement direction, reference setup, and crew member name(s). Documentation shall also include test equipment name, manufacturer, model number, serial number, software version and last factory calibration date.

3. Unless the manufacturer specifies a more frequent calibration cycle, an annual calibration cycle is anticipated on all test equipment used for this installation.

4. The test document shall detail the test method used and the specific settings of the equipment during the test as well as the software version being used in the field test equipment.

5. Printouts generated for each cable by the wire (or fiber) test instrument shall be submitted as part of the documentation package. Alternately, the telecommunications contractor may furnish this information in electronic form.

6. The media shall contain the electronic equivalent of the test results as defined by the specification along with the software necessary to view and evaluate the test reports.

7. When repairs and re-tests are performed, the problem found and effective action taken shall be noted, and both the failed and passed test data shall be documented.

8. The As-Built drawings are to include cable routes and outlet locations. Their sequential number as defined elsewhere in this document shall identify outlet locations.

9. Numbering, icons, and drawing conventions used shall be consistent throughout all documentation provided. Williamson County will provide floor plans in paper and electronic (DWG, AutoCAD) formats on which as-built construction information can be added.

10. These documents will be modified accordingly by the Telecommunications Contractor to denote as-built information as defined above and returned to the Williamson County.

11. The Contractors shall annotate the base drawings and return a hard copy (same plot size as originals) and electronic (AutoCAD) form.

<END OF DOCUMENT>

Appendix A – Wilco Contractor/Vendor Rules and Regulations

Wilco Contractor/Vendor Rules and Regulations

Williamson County maintains specific rules and regulations that apply to all contractors and vendors who perform work or provide services. It is the responsibility of the contractor or vendor to ensure that all rules and regulations are always adhered to. Any employee of the contractor or vendor who does not adhere to the rules and regulations will be asked to leave the property and will not be permitted to return. Poor conduct will not be tolerated.

You or your company may not perform any work or services in the building or on the grounds until the following mandatory requirements are met:

1. A certificate of liability insurance for your company must be filed with the Facilities department. The certificate must be current and must meet building insurance requirements for coverage and indemnification.
2. All subcontractors must be approved by Technology Services or Facilities.
3. Each worker, whether employed by your company or by a subcontractor, must possess an understanding of building safety procedures.
4. All permits must be displayed, and a copy must be on file with Facilities.

The following general rules apply to all vendors, contractors and subcontractors:

1. **ALL Facilities are Smoke Free**. No smoking in any area of the buildings, roof or loading docks.
2. All workers are expected to behave professionally. Please remember the importance of your appearance and professionalism in and around our buildings.
3. All contractors must wear proper attire while on the premises. Shirts or hats with profanity are not permitted on the property. All contractor employees must have identification with their company's name on it.
4. All combustible and flammable materials or liquids must be stored properly, and the Facilities Department must be notified of the presence of such materials.
5. Please check in at the Construction site or Facilities department for building access and/or prior to starting any work, unless otherwise specified.

General Requirements:

1) All construction and construction related activities will conform to all State, Local, Federal & OSHA laws
2) Contractor shall ensure that the construction site and adjoining areas including hallways and access ways are always kept clean. Areas not under construction but affected by or used during construction are to be protected from damage. Floors and carpets are to be covered with protective materials.
3) Contractor shall be responsible for the repair of all damages caused by them or their subcontractors.
4) Construction signs and/or barriers visible to tenants and guests of the building must be approved by Facilities prior to installation.
5) Physical or verbal abuse or harassment of any individual is prohibited.
6) Workers will be allowed in area where construction is taking place. All work which requires entering other tenant areas or common areas will be coordinated with Facilities.
7) Work being done outside of the hours of 8:00 am – 5:00 pm must be coordinated with Facilities or Technology Services departments.

Cleaning

1) It is expected that all areas outside of the work area will be kept clean to include but not limited to:
   a) Common areas
   b) Elevator/Loading dock routes
   c) Exterior areas
2) Work areas must always be kept clean. Each contractor is responsible for removing any trash or debris associated with their work activities. It is the contractor's responsibility to vacuum and dust common areas if work activities create excessive dust and trash
3) It is expected that walk off mats will be used at all areas of entry and exit of the space. The mats should be changed frequently to keep a tidy appearance and upon request of Facilities or Technology Services.
4) It is expected that if construction deliveries coming from the loading docks cause excessive dirt and damage to the existing finish of the common area floors as deemed by Facilities, the contractor will be expected to reimburse the facility for stripping and waxing or cleaning of the carpet. If this policy is not adhered to, the building will take appropriate action and charge back the contractor all costs associated with the activity.
5) If damage does not clean or is unable to be repaired the contractor will be responsible for the replacement of the goods.
6) Utility sinks are to be cleaned if used. No construction waste, paint thinner or other obstructing or hazardous materials are to be poured done the drain or left to clog the sinks
7) Carpets and flooring within the work area as well as the common areas must always be maintained in a clean and undamaged condition. Contractor shall be responsible for any damage and should report any preexisting conditions prior to the commencement of work.
8) Fire Exit doors and/or evacuation pathways must be open at all time and free of debris or clutter
9) There will be a mandatory post work inspection completed. This will consist of a representative from Facilities, along with a representative from the company completing the work. This will be to inspect the work completed, as well as the cleanliness of the area at the finish of the project. The associated post inspection form must be completed and signed by both representatives. Any requests made from the facilities department during this time must be met prior to receiving payment for work. If contractor does not comply with post work inspection, they will be back charged for any costs associated to with the issues.

Construction

1) All Air Handling Returns must be sealed during construction. Contractors must notify Facilities prior to using any products that could generate dust or odors that may migrate into the buildings HVAC system or other tenant spaces. Off hour restrictions may be required.
2) All construction related trash must be properly disposed of in a construction dumpster by contractor. Facilities will approve location.
3) A representative of the Facilities department will attend all weekly job meetings.
4) The owner reserves the right of first refusal on all demo'd materials
5) All Wilco buildings are smoke free
6) Any unused materials such as conduit, wiring, building materials must be disposed of by the contractor
7) Prevailing wage rates must be posted at the worksite in accordance with M.G.L. ch.149 sec.27. It is the responsibility of the contractor to maintain all state and local postings
8) Hot Works- will be coordinated and permitted through the Facilities Department. Prior to any welding, soldering or metal cutting, contractors must present the Facilities Department with a fire plan and proof of fire watch and permit.

- All Fire alarm wiring must be installed in conduit clearly labeled every 10'

Roof Access

1) Roof access must be coordinated with the Facilities Department
2) There is no smoking on the roof

3) Clean up all debris including loose screws
4) Any damage to the roof will be the responsibility of the Contractor to repair

Shut Down coordination

1) All shut down's must be coordinated with the Facilities Department. If the building systems are shut down for any reason, the contractor must first coordinate through Facilities such activities allowing time to notify all appropriate parties. At any time, the contractor accidentally causes a building system to fail, the contractor will be responsible for all costs associated with that failure.
2) All shutdowns must be back online by the end of the day. Shutdowns are NOT permitted overnight.
3) Facilities or Technology Services must approve that services are back online to their satisfaction BEFORE the contractor leaves the property.

Noise coordination

1) All noise will be contained. Please keep all doors closed to help to contain sound as well as dust. No radio music will be allowed
2) County occupied space will be handled with the utmost respect.
3) Complaints of excess noise will be handled immediately. Management reserves the right to stop all work if the work causes complaints from other tenants. Any charges, fees and/or other costs associated with scheduled or non-scheduled work stoppage is the responsibility of the contractor doing the work.
4) All floor and wall penetrations must be fire stopped.

Core Drilling

1) Core Drilling or any other work causing noise disruption must be coordinated with the Facilities Department. Absolutely no work will be permitted that in any way disrupts daily activities during class times or normal working hours unless prior authorization from Facilities is granted

Elevator Use

1) The elevators will be used according to their proper designation and weight capacity. Freight Elevator will be used for all construction related materials and or utility carts
2) Priority use must be given to staff use. Please do not enter an elevator with construction equipment with staff.
3) Floor and wall protection must always be used

Loading dock

1) Use must be coordinated with Facilities.
2) Deliveries must be coordinated with Facilities.
3) Loading docks will be kept clean and free of construction materials. Storage is not allowed on or around the loading dock
4) Floor protection must be used when entering the common areas from the loading dock
5) No Smoking on or around the loading dock area

Security

1) A contact lists must be provided to the Facilities department of all Trades, to include emergency contact information
2) The list will be given to the Project Manager
3) Absolutely no smoking in project area or within any building on site.
4) No alcohol is allowed in any project areas.
5) Entry to other non-project related spaces or unauthorized areas are strictly prohibited.

Parking

1) Vehicles will be allowed access on site for unloading and loading purposes only identification. Any Vehicle parked in unauthorized areas will be towed at the owners' expense.
2) Overnight parking is not permitted
3) Parking of Trailers must have prior authorization from the Facilities department

Insurance:

The Contractor shall purchase and maintain in a company or companies licensed to do business in the state in which the contract services are to be performed, insurance as set forth below which will protect the Contractor, Owner, and the Agent, and their respective employees, agents, successors and assigns, from claims which may arise out of or resulting from Contractor's operations under the Agreement, whether such operations be performed by the Contractor, its subcontractors, or by anyone directly or indirectly employed by any of them for whose acts the they may be liable. The Contractor must bring the insurance certificate to the Facilities Department prior to any work commencing.

We require Certificate of Liability Insurance from each vendor we contract with. The following information should be included:

a. General Liability- minimum coverage $1,000,000.
b. Automobile Liability- minimum coverage $1,000,000.
c. Workers Comp& Employee Liability
d. Description of Operations must be filled out. Please include "It is hereby agreed that S.T.C.C. is additionally insured and will be held harmless for all damages you create"
e. Certificate Holder

Life Safety Procedures

1) In the event of a medical emergency, fire or life-threatening emergency, workers should call 911

2) Facilities must be notified of any injuries that occur on the property.

Life Safety Systems

1) If there is a possibility that the life safety equipment has been compromised, Facilities Department must be notified immediately.
   a) Facilities Department (512) 943-1666
2) No propping open fire doors.
3) Contractors must maintain the proper equipment to manage water from a broken sprinkler pipe

<END OF APPENDIX>

Appendix B – Wilco Cabling Policies and Procedures

Williamson County (Wilco)

POLICY & PROCEDURE CONCERNING ALL ELECTRICAL, TELECOMMUNICATIONS AND NETWORKING INSTALLATIONS AND/OR MODIFICATIONS

I. Policy

Permits are required for all Electrical, Telecommunication and Network wiring modifications within Wilco buildings PRIOR to commencing work. By requiring prior authorization and pre and post implementation inspections, Wilco will better maintain the integrity and safety of the telecommunications system, alarms, cameras, elevator, fire alarms and electrical wiring. The goal of instituting this policy is to maintain strict control over the wiring and facilities to significantly reduce the probability of system issues, prevent damage to the facilities and maintain compliance with building and fire codes.
It is therefore, the policy of Wilco that existing telecommunications wiring, including electrical, voice, data, and video, as well as telecommunications facilities located in various buildings may not be altered in any way except by written permission from the Facilities Project Manager or Technology Services Systems Engineer.

II. Procedure for Wiring (Telecommunications and Computer)

1. Existing telecommunications and/or computer wiring, and cables may not be altered by anyone except an IT contractor, vendor or Wilco Electrician and must include permission from the Facilities Project Manager or Technology Services Systems Engineer.

2. Wilco System Engineer or Facilities Project Manager shall review and approve the telecommunications and computer wiring and for new and existing buildings.

3. Electrical Inspector shall inspect all telecommunications wiring in new and renovated buildings and projects to ensure proper installation.

4. Any unauthorized wiring found in telecommunication, electrical spaces or within buildings & grounds will be removed immediately at the cost of the department.

5. Any unauthorized wiring which interfaces with telecommunications, wiring or health and safety will be reported to Facilities Department for review. Working with Technology Services, if the wiring is found to be either a safety hazard; or not in conformance with applicable codes; or detrimental to the functioning of the telecommunications system; it shall be removed by the vendor authorized representative, at the expense of the vendor/contractor's or department that installed or authorized it.

6. All telecommunication will be marked identifying their terminal ends and owner.

III. Telecommunications Manholes and Closets

1. Any manholes or closets containing telecommunications conduit or electrical wiring shall be under the exclusive control of the Facilities Department.

2. No equipment or storage may be placed in these areas without the Facilities department knowledge and consent. All confined spaces regulations will be complied with for manhole applications including those persons entering the manholes.

IV. Electrical Wiring

1. All electrical wiring will be installed and marked according to National, State and City codes. Only approved licensed and insured vendors/contractors will be approved for such work.

2. Abandoned or discontinued electrical wiring will be properly removed and circuitry identified of such discontinuance.

3. Wilco will review and approve plans for additional wiring before the vendors/contractors performs work.

4. Any unauthorized wiring will be removed at vendor/contractor/departments expense.

Summary of Policy and Procedure

A. Permits for all wiring will be required. NO EXCEPTIONS

B. Telecom or electrical wiring will be run in conduit, independently of all other conduit unless the conduit is specifically designated for that particular wiring. Wiring is never to be hung from or connected to HVAC piping or ducts or fire suppression equipment and piping.

C. All telecommunication and electrical closets are designated areas for Telecom and network equipment. Closets will be organized and free of clutter. Wiring closets are not to be used for storage and will be readily accessible at all times.

D. All telecom and electrical wiring will be marked with project name and location name and demarcation points. Ends will be clearly marked with destination location.

E. All work will be completed with the approval of the Facilities Project Manager or Technology Services Systems Engineer.

F. All holes drilled through walls, ceilings and floors etc. will be fire stopped and labeled. Temporary use or construction means, and methods still must be approved by Facilities and Technology Services

G. All contractors must sign in at the Construction office daily. Appropriate permits must be posted at the work area. Contractors must submit all hot works permits to Facilities at least 72 hours prior to work. Hot works permits are approved by the Facilities Department. Work

may not be done without approval. Contract must arrange with the Facilities Department to be able to take the fire alarm offline with prior to any work being performed

H. Hours for drilling or any other work that will create noise/vibrations during the academic year will only be allowed between 11 p.m. to 7 a.m. unless exceptions are made by the Facilities Project Manager. Any work creating noise done outside those hours will be shut down by the Facilities department.

I. Intervals of labeling of conduits and wiring will be left to the discretion of the Technology services Systems Engineer or designee and wiring code, however a minimum of every 8-10' is required. Labels should be clearly placed and the beginning and end of each run.

K. No employees of Wilco will run, pull, manipulate or extend power, terminated Ethernet or fiber (electrical and computer, phone etc.) except for the Wilco Electrician or Technology Services Systems Engineer for Telecom.

L. Any work on or to power, Ethernet or fiber in any of 's buildings or grounds must be done by a Facilities Approved Vendor**. Technology Services REQUIRES Notification by all vendors working on any of wiring or cabling, new or existing. Notification should include identifying the means and methods of routes.** It is expected that all wires and cables will be run according to State and Federal codes and laws without exception. Any work done that does not meet these requirements will be the responsibility of the contractor.

Requests should be submitted to the Facilities department at least 2 weeks prior to any work being done. In an emergency, the Facilities Project Manager or Technology Services Systems Engineer should be contacted before any work is done.

M. Technology Services (Infrastructure) will coordinate vendor work with the Facilities Department. All bid documents (RFP, RFI etc.) will include these Technology Services policy, procedure, requirements and expectations.

N. All Contractors must provide necessary insurance and certificates to include but limited to, Terms and Conditions, Certificate of Liability Insurance, W9, etc.

<END OF APPENDIX>

Appendix C – Materials List

Manufacturer	Part Number	Description
		COPPER DISTRIBUTION
Panduit	**PUP6004xx-UY**	Blue Category 6 UTP cable.
Panduit	**CPPKL6ATGxxWBL**	Mini-Com 24/48-port category 6-RJ45 patch panel in black, (1/2 RU).
Panduit	**CJ688TGxx**	Category 6, RJ45, 8-position, 8-wire universal module. Color PN: Blue-BU, Yellow-YL, White-WH, Black-BL, Red-RD
Panduit	**UTP28SP*xx**	Category 6 Performance, 28 AWG UTP patch cord with TX6™ Modular Plugs on each end. Get Length and color from Wilco ITS.
Panduit	**CFPL*IWY**	Mini-Com Classic series single gang vertical faceplate.
Panduit	**FPUD6X88MTG**	TX6A™ Category 6A UTP Field Term Angled RJ45 Plug.
Panduit	**HLS-15R0**	Tak-Ty ® Hook & Loop Cable Ties, 15' Continuous Rolls
		FIBER DISTRIBUTION SYSTEMS
Panduit	**FLCS2/9SOCU9BU**	OptiCam Fusion Splice-On Connectors. Fiber LC-UPC Splice-On Connector for 250/900um Fiber, 9um Singlemode
Panduit	**FLCS2/9SOCA9AG**	OptiCam Fusion Splice-On Connectors. Fiber LC-APC Splice-On Connector for 250/900um Fiber, 9um Singlemode
Panduit	**FSPP9**Y**	Fiber OS2 singlemode plenum rated indoor interlocking aluminum armored cable. For intrabuilding use between telecom rooms in the same building.
Panduit	**FSNP9**Y**	Fiber OS2 singlemode plenum rated indoor/outdoor stranded cable. For use for between building fiber backbone.
Panduit	**FCE2U**	Opticom® QuickNet™ Rack Mount Fiber Enclosures, holds up to eight QuickNet™ Cassettes, FAP adapter panels, or FOSM splice modules. Dimensions : 3.48"H x 17.60"W x 16.30"D (88.4mm x 447.0mm x 414.0mm).
Panduit	**FCE4U**	Opticom® QuickNet™ Rack Mount Fiber Enclosures, holds up to twelve QuickNet™ Cassettes, FAP adapter panels, or FOSM splice modules. Dimensions : 6.98"H x 17.60"W x 16.30"D (177.0mm x 447.0mm x 414.0mm)
Panduit	**FAP*WBUDLCZ**	LC FAP loaded with 6/12 LC duplex singlemode fiber optic adapters (Blue) with zirconia ceramic split sleeves.
Panduit	**NKFP91BN1NNM001**	LC to Pigtail – OS1/OS2 Singlemode Simplex Pigtails – 900µm Buffered Fiber LC to pigtail singlemode simplex pigtail, 900µm buffered fiber (one LC connector on one end and open on the other end) – 9/125µm.
Panduit	**FAPB**	Blank fiber adapter panel – reserves space for future use.
Panduit	**FOSMF**	Fiber optic splice module holds and protects up to 24 fusion splices. Self-stacking modules with integral cable management and fiber slacking/spooling features. Black plastic base and clear plastic hinged cover. For use with Panduit Opticom ® FCE*U, FRME*U, and FMT series enclosures. Dimensions : 0.30"H x 14.03"W x 5.28"D (7.6mm x 356.4mm x 134.1mm).
Panduit	**FOSMH2U**	Fiber optic splice module handler, 2 RU. Holds up to eight FOSM splice modules. For use with FCE2U fiber cassette enclosure. Dimensions: 2.91"H x 0.72"W x 2.61"D (74.0mm x 18.3mm x 66.4mm).
Panduit	**FOSMH4U**	Fiber optic splice module holder, 4 RU. Holds up to twelve FOSM splice modules. For use with FCE4U fiber cassette enclosure. Dimensions: 5.50"H x10.42"W x 5.41"D (139.7mm x 264.7mm x 137.4mm)
		RACKS, ZONE ENCLOSURES AND CABLE MANAGERS
Panduit	**PZAEWM3**	PanZone Active Wall Mount Enclosures
Panduit	**R2P**	19" EIA 2-post rack, aluminum. Dimensions: 84.0"H x 20.3"W x 3.0"D (2134mm x 514mm x 76mm).
Panduit	**PR2VWF**	Waterfall Trough for 2/4 Post Rack. FOR TOP-OF-RACK INTERBAY ROUTING.

Panduit	R4P	4 post EIA rack with #12-24 threaded rails. Dimensions : 84.0"H x 20.3"W x 23.0"D (2134mm x 515mm x 584mm). 45 RU.
Panduit	**PR2VD0***	6”/8” Patchrunner® 2 Vertical Cable Manager Dimensions: 83.88"H x 6"W x 20.0"D
Panduit	**CMLT19**	4 RU lower trough with 1.3" bend radius mounts to the bottom of a standard 19" EIA rack. Dimensions: 8.0"H x 19.0"W x 4.5"D (203mm x 483mm x 114mm). FOR BOTTOM-OF-RACK INTERBAY PATHWAY. LARGER OPTION THAN CMUT19 IF NEEDED.
		CABLE PATHWAYS
Panduit	**J-Pro J-Hook system**	Panduit J-Pro System. Plenum rated composite J-hooks with hardware available for various hardware applications. See www.panduit.com for variations.
Panduit	**CBXQ2WH-A**	Single gang one-piece outlet box with adhesive backing. Box accepts Pan-Way ® Screw-On Faceplates or any NEMA standard single gang faceplate. For use with Pan-Way ® LD profile raceway. 5.09"L x 3.34"W x 1.75"H (129.4mm x 85.0mm x 44.4mm). Breakouts for 1/2", 3/4", or 1" diameter conduit.
Panduit	**WG12BL10**	Wyr-Grid 12" wide x 10' long pathway section used to carry cables horizontally throughout the system. Snap-on sidewalls attach for job specific height requirements. Uses splice connector WGSPL1218BL to connect straight sections and intersection splice WGINTSPLBL to connect pathways at an intersection. For fittings and accessories see www.panduit.com.
Panduit	**WGSW*BL**	2”/4”/6” Snap-on Sidewalls
Panduit	**CFPL*IWY**	2/4 Port Mini-Com Classic series single gang vertical faceplate.
Panduit	**WG18BL10**	Wyr-Grid 18" wide x 10' long pathway section used to carry cables horizontally throughout the system. Snap-on sidewalls attach for job specific height requirements. Uses splice connector WGSPL1218BL to connect straight sections and intersection splice WGINTSPLBL to connect pathways at an intersection. For fittings and accessories see www.panduit.com.
		BONDING AND GROUNDING
Panduit	**ACG24K**	#6 AWG (16mm2) jumper for armored cable diameter up to 0.84" (21.3mm); 24" (609.6mm) length; factory terminated on one end with LCC6 two-hole copper compression lug and the other end with grounding terminal; provided with two each #12-24 and M6 thread-forming screws and a black polypropylene terminal cover.
Panduit	**LCC series**	Panduit two-hole compressing lugs for code conductors in BICSI hole spacing.
Panduit	**HTCT series**	Panduit HTAPs. Must be selected according AWG size of run and tap conductors.
Panduit	**CLRCVR series**	Panduit clear covers for HTAPs. Must be selected according to HTAP being covered.
Panduit	**RGS134-1Y**	Grounding strip (vertical busbar) for newly installed racks or cabinets with screw rails. 78.65" (2m) length; .67" (17mm) width; .05" (1.27mm) thickness; provided with .16 oz. (5cc) of antioxidant, one grounding sticker and three each #12-24 x 1/2" and M6 x 12mm thread-forming screws.
Panduit	**RGCBNJ660P22**	Jumper kit for bonding individual racks or cabinets into grounding backbone. #6 AWG (16mm²) jumper; 60" (1.52m) length; 45° bent lug on grounding strip side; provided with .16 oz. (5cc) of antioxidant, two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread forming screws and a copper compression HTAP* for connecting to a #6 to #2 awg sized bonding backbone.
Panduit	**GJ672UH**	Rack jumper (and cabinet) kits for smaller TR (5 bays or less) to bond individual rack or cabinet directly back to wall mounted busbar. One 72" length #6 AWG green wire with yellow horizontal stripe. Jumper is pre-terminated on one end

		with LCC6-14JAWH-L and the other end with LCC6-14JAW-L. This rack grounding jumper is 72" long. For other lengths replace the "72" in the part number. Available lengths are 72, 96, 120, 144, 168, 192, 216, 240, 264 and 288 inches.
Panduit	**RGESD2-1**	Two-hole ESD port with 5/8" hole spacing; provided with an ESD protection sticker, .16 oz. (5cc) of antioxidant, and two each #12-24 x 1/2" and M6 x 12mm thread-forming screws. LOCATE ONE WITHIN REACH OF ALL EQUIPMENT. WORKS WITH WRIST STRAP RGESDWS.
Panduit	**RGESDWS**	Adjustable fabric ESD wrist strap with 6' coil cord, banana plug, 1 megaohm resistor and 4mm snap. LOCATE ONE WITHIN REACH OF ALL EQUIPMENT. WORKS WITH ESD PORT RGESD2-1.
Panduit	**RGTBSG-C**	Green thread-forming bonding screws for use to mount equipment that does not have a built-in grounding pad (terminal).
Panduit	**RGEJ1024PHY**	24" long pre-terminated equipment grounding jumper #10 AWG (6mm²) jumper; bent lug on grounding strip side to straight lug on equipment; provided with .16 oz. (5cc) of antioxidant and two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread-forming screws. FOR EQUIPMENT LIKE CHASSIS SWITCHES WITH BUILT-IN GROUNDING PAD (TERMINAL).
Panduit	**RGEJ1036PFY**	36" long pre-terminated equipment grounding jumper#10 AWG (6mm²) jumper; bent lug on grounding strip side to straight lug on equipment; provided with .16 oz. (5cc) of antioxidant and two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread-forming screws. FOR EQUIPMENT LIKE CHASSIS SWITCHES WITH BUILT-IN GROUNDING PAD (TERMINAL).
Panduit	**GB2B0306TPI-1**	Wall mounted telecommunications busbar suitable for small telecom room. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 2" x 12" in size.
Panduit	**GB2B0514TPI-1**	Wall mounted telecommunications busbar suitable for med telecom room. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 2" x 24" in size.
Panduit	**GB4B0624TPI-1**	Wall mounted telecommunications busbar suitable for main grounding busbar in medium sized facility. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 4" x 20" in size.
Panduit	**LTYK**	Wall mounted busbar label kit. Label kit includes printed tag and one flame retardant cable tie.
		NETWORK LABELING SOFTWARE – FOR INK JET/LASER PRINTER
Panduit	**PROG-EM2GO**	Easy-Mark Labeling Software for PC supplied on USB Flash Drive. For preprinting communications labels on laser/inkjet printer.
Panduit	**S100X150YAJ**	Self-laminating cable labels for Category 6 cable for use with Easy-Mark software and laser/ink jet printer.
Panduit	**C261X035Y1J**	Patch Panel labels for use with Easy-Mark software and laser/ink jet printer.
Panduit	**C195X040Y1J**	Faceplate labels for single gang stainless or sloped plastic - use with Easy-Mark software and laser/ink jet printer.
Panduit	**C288X040Y1J**	Faceplate labels for double gang stainless - use with Easy-Mark software and laser/ink jet printer.
Panduit	**S100X650YAJ**	Cable label for indoor/outdoor tight-buffered armored fiber optic cable. For use with Easy-Mark software and ink jet printer.
Panduit	**S100X160YAJ and NWSLC-3Y**	Label and turn-tell sleeve for labeling fiber jumpers. For use with Easy-Mark software and ink jet printer.
Panduit	**C200X100FJJ**	1" high, white, vinyl tape labels for labeling grounding busbars, racks, cabinets and pathways. For use with laser/ink jet printer.
		NETWORK LABELING – HANDHELD LABELER
Panduit	**LS8EQ-KIT-ACS**	Panduit PanTher hand-held label printing system in kit. Includes LS8EQ printer with QWERTY keypad, one cassette of S100X150VAC self-laminating labels, six AA alkaline batteries, LS8E-ACS, LS8-CASE, LS8-PCKIT, LS8-IB, LS8-WS, quick reference card and operator's manual. USE FOR LABELS THAT MUST BE PRINTED ON THE JOB SITE.

Panduit	**S100X150VAC**	Self-laminating cable labels for Category 6 cable for use with PanTher LS8E hand-held printer.
Panduit	**C261X035Y1C**	Handheld printer labels for modular faceplate patch panels.
Panduit	**C195X040Y1C**	Faceplate labels for single gang stainless - use with PanTher handheld labeler.
Panduit	**C288X040Y1C**	Faceplate labels for double gang stainless - use with PanTher handheld labeler.
Panduit	**S100X650VAC**	Cable label for indoor/outdoor tight-buffered armored fiber optic cable. For use with handheld labeler.
Panduit	**S100X160VAC and NWSLC-3Y**	Label and turn-tell sleeve for labeling fiber jumpers. For use with hand-held labeler.
Panduit	**T100X000VPC-BK**	1" high, continuous black on white, vinyl tape labels for labeling racks, cabinets and pathways with PanTher LS8E handheld labeler.
		PHYSICAL SECURITY LOCKING DEVICES
Panduit	**PSL-DCJB-C**	Package of 100 RJ45 jack blockout devices and one removal tool. Color red.
Panduit	**PSL-USBA-L**	Package of 50 USB Type 'A' blockout devices and one removal tool. Color red.
Panduit	**PSL-USBB**	Package of 50 USB Type 'B' blockout devices and one removal tool. Color red.
Panduit	**PSL-DCPLX-BL-C**	Package of 100 RJ45 plug lock-in devices compatible with flush mount jacks, and one installation/removal tool. Color black.
Panduit	**PSL-DCPLRX-BL-C**	Package of 100 RJ45 plug lock-in devices compatible with recessed jacks, and one installation/removal tool. Color black.
		CABLE TIES – HOOK AND LOOP
Panduit	**TTR-35RX0**	.75" wide, continuous roll Hook and Loop Cable Ties, black. 35 ft. roll. Carton qty 10 rolls.
Panduit	**HLSP1.5S-X12**	Plenum rated hook and loop cable ties for air return spaces. Maroon color, perforated at 6" length.
Panduit	**HLSP3S-X12**	Plenum rated hook and loop cable ties for air return spaces. Maroon color, perforated at 6" length.

<END OF DOCUMENT>

Trenton Jacobs

From: Trenton Jacobs
Sent: Monday, February 28, 2022 4:00 PM
To: Chris Ball; Jeffrey Hancock; Christi Stromberg; Rory M. Tierney; Nathan Pearl; Daniel Shea; Thomas Solis
Cc: Dale Butler
Subject: RE: WilCo CAT5-6 cable colors

Updates to Cable colors for POTS lines…

Badge Readers = RAINBOW
Public Safety = RED
POTS Lines = GRAY
Security (cameras and connect to Lenel Panel) = YELLOW
IT Data Drops, Light Controls, A/C = BLUE
IT Wireless AP = WHITE

Trenton H. Jacobs, AIA
County Architect

WILLIAMSON COUNTY 1848 FACILITIES

3101 SE Inner Loop
Georgetown, TX 78626

512-943-1193 Office
512-966-9472 Mobile

Surveys can be completed at: Customer Feedback
Should you need Facility Maintenance Services please submit a work order at: Service Request

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If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

From: Trenton Jacobs
Sent: Friday, November 12, 2021 12:19 PM
To: Chris Ball <cball@wilco.org>; Jeffrey Hancock <jeff.hancock@wilco.org>; Christi Stromberg <CStromberg@wilco.org>; Rory M. Tierney <rory.tierney@wilco.org>; Nathan Pearl <npearl@wilco.org>; Daniel Shea <dshea@wilco.org>; Thomas Solis <tsolis@wilco.org>
Cc: Dale Butler <dbutler@wilco.org>
Subject: RE: WilCo CAT5-6 cable colors

Based in Chris's feedback current standard colors for cabling…

Badge Readers = RAINBOW
Public Safety = RED
Security (cameras and connect to Lenel Panel) = YELLOW
IT Data Drops, Light Controls, A/C = BLUE
IT Wireless AP = WHITE

Trenton H. Jacobs, AIA
County Architect

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From: Chris Ball <cball@wilco.org>
Sent: Friday, November 12, 2021 12:07 PM
To: Trenton Jacobs <trenton.jacobs@wilco.org>; Jeffrey Hancock <jeff.hancock@wilco.org>; Christi Stromberg <CStromberg@wilco.org>; Rory M. Tierney <rory.tierney@wilco.org>; Nathan Pearl <npearl@wilco.org>; Daniel Shea <dshea@wilco.org>; Thomas Solis <tsolis@wilco.org>
Cc: Dale Butler <dbutler@wilco.org>
Subject: Re: WilCo CAT5-6 cable colors

I need to update them slightly.

Light and AC will remain blue. All the others will be what's noted.

Note Security is cameras and the network connection to the Lenel system.

Get Outlook for iOS

From: Trenton Jacobs <trenton.jacobs@wilco.org>
Sent: Friday, November 12, 2021 12:02 PM
To: Jeffrey Hancock; Christi Stromberg; Chris Ball; Rory M. Tierney; Nathan Pearl; Daniel Shea; Thomas Solis
Cc: Dale Butler
Subject: RE: WilCo CAT5-6 cable colors

An update from previous discussion for Wilco standard cable color system . Verifying the following are the current standard colors for cabling…

Badge Readers = RAINBOW
Public Safety = RED
Security = YELLOW
Light Controls = GREEN
IT Data Drops = BLUE
IT Wireless AP = WHITE
A/C = BLACK

Trenton H. Jacobs, AIA
County Architect

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8/8/2022

Trenton Jacobs
County Architect

MEMO

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

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list:

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

SW 7069	Iron Ore (Painted Door Frames)

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

WILLIAMSON COUNTY
(512) 943-1193 Cell (512) 966-9472
Trenton.Jacobs@wilco.org www.wilco.org
3101 SE Inner Loop
Georgetown, TX 78626

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Ultima® Beveled Tegular panels with Silhouette® 1/4" reveal 9/16" suspension system

CAD/Revit® drawings at:
armstrongceilings.com/cadrevit

DESIGNFlex®
A New World of Choice for Ceiling Systems

plus capabilities to do more



armstrongceilings.com/capabilities
See more photos at:
armstrongceilings.com/photogallery

Smooth-texture panels that are washable, impact- and scratch-resistant with a non-directional visual. Offer both Sustain® and Total Acoustics® panel performance for flexible spaces.

KEY SELECTION ATTRIBUTES

- DesignFlex® options include shapes and made-to-order sizes available to ship in 3 weeks
- Get total noise control and floor plan versatility with Total Acoustics® ceiling panels: NRC + CAC = Total Acoustics performance
- Ultima® panels are part of the Sustain® portfolio, and meet the most stringent industry sustainability compliance standards today

new
- High sound absorption options available up to 0.85 NRC
- CleanAssure™ family of products – includes disinfectable panels, suspension systems, and trim
- Mold- and mildew-resistant surface
- Smooth, clean, durable finish – Washable, Impact-resistant, Scratch-resistant, Soil-resistant
- Ceiling-2-Ceiling™ Post-consumer Recycled Content options: items 1911HRC, 1912HRC, 1914HRC, 1915HRC, 71% Pre-consumer; 15% Post-consumer
- USDA-Certified Biobased Product – 95%
- Available with AirGuard™ coating
- Item 1912 available with Create!™ printed images and patterns
- Non-directional visual reduces scrap and installation time
- Compatible with the TechZone® Ceiling Systems
- 30-Year Limited System Warranty against visible sag (excludes items 1905 and 1929), mold, and mildew
- 10-Year replacement panel available for items 1911, 1912, 1914, 1915

10-YEAR REPLACEMENT PANEL AVAILABILITY

- Available with factory-cut holes for USAI® trimless downlight fixture integration.

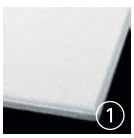
TYPICAL APPLICATIONS

- Offices – closed spaces for privacy and confidentiality; open spaces for focus, collaboration, and teaming
- Healthcare – assists in addressing HIPAA, HCAHPS, and FGI acoustical requirements
- Classrooms
- Corridors
- Lobbies/reception areas
- Department stores/retail

COLOR

White (WH)

DETAILS (Other Suspension Systems compatible. Refer to listing on next page.)







1. Ultima® Beveled Tegular
2. Ultima® with Suprafine® 9/16" suspension system
3. Ultima® with Silhouette® XL® 9/16" suspension system with 1/4" reveal

TechLine 877 276-7876
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LEED® WELL™ | LBC

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energy management; construction waste mgmt; regional materials; design for flexibility; EPD; recyclable/ extended producer resp.; biobased materials; recycled content; sourcing of raw materials; material ingredient reporting; low emitting/ materials; lighting quality; acoustics

▲ LOCATION DEPENDENT

VISUAL SELECTION

PERFORMANCE SELECTION

Dots represent high level of performance. $$$$

armstrongceilings.com/suspdwgs	Susp. Dwg.		Item No.	Dimensions (Inches)		UL Classified Acoustics NRC	+ CAC	=	Total Acoustics[1]	Articulation Class	Fire Performance	Light Reflect	Bio-Block Anti-Mold/ Mildew	Humi-Guard+ Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels Fog	DURABILITY Wash	Impact	Scratch	Soil	Recycle Program	30-Yr Warranty
ULTIMA® High NRC 15/16" Beveled Tegular	15	new	**2081**	24 × 24 × 1"	☐	0.85	35		BEST	170	Class A	0.85	•	•	•	•	•	•	•	•	•	•
		new	**2084**	24 × 48 × 1"	▭	0.85	35		BEST	170	Class A	0.85	•	•	•	•	•	•	•	•	•	•
HRC items not included in made-to-order panels.			**1941**	24 × 24 × 7/8"	☐	0.80	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
			1944	24 × 48 × 7/8"	▭	0.80	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
			1433	24 × 60 × 7/8"	▭	0.80	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
			1436	24 × 72 × 7/8"	▭	0.80	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
ULTIMA® High NRC 9/16" Beveled Tegular	29, 44, 48, 52, 56	new	**2082**	24 × 24 × 1"	☐	0.85	35		BEST	170	Class A	0.85	•	•	•	•	•	•	•	•	•	•
		new	**2085**	24 × 48 × 1"	▭	0.85	35		BEST	170	Class A	0.85	•	•	•	•	•	•	•	•	•	•
HRC items not included in made-to-order panels.			**1942**	24 × 24 × 7/8"	☐	0.80	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
			1942HRC	24 × 24 × 3/4"	☐	0.75	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
			1945	24 × 48 × 7/8"	▭	0.80	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
			1431	30 × 30 × 7/8"	☐	0.80	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
			1434	24 × 60 × 7/8"	▭	0.80	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
			1437	24 × 72 × 7/8"	▭	0.80	35		BEST	170	Class A	0.87	•	•	•	•	•	•	•	•	•	•
Made-to-Order Sizes			7/8" & 1" Thick – 15/16" & 9/16" Beveled Tegular																			
			Width (short side)	Length (long side)		N/A	N/A		N/A	N/A	Class A	0.87	•	•	•	•	•	•	•	•	•	•
			4" – 30"	12" – 72"																		

1 Ctn Min FASTSIZE 3 WEEKS order to ship

Visit the product page online and see "Configure an Item" to verify capabilities. Questions? email Techline@armstrongceilings.com

MORE ITEMS ▶

[1] Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) **BETTER** (NRC 0.70-0.75; CAC 35+) **BEST** (NRC 0.80+; CAC 35+)

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energy management; construction waste mgmt; regional materials; design for flexibility; EPD; recyclable/ extended producer resp.; biobased materials; recycled content; sourcing of raw materials; material ingredient reporting; low emitting/ materials; lighting quality; acoustics

▲ LOCATION DEPENDENT

VISUAL SELECTION

PERFORMANCE SELECTION

Dots represent high level of performance. $$$$

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)	UL Classified Acoustics NRC	+ CAC	=	Total Acoustics[1]	Fire Performance	Light Reflect	Bio-Block Anti-Mold/ Mildew	Humi-Guard+ Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels Fog	DURABILITY Wash	Impact	Scratch	Soil	Recycle Program	30-Yr Warranty
ULTIMA®	15	**1422**	6 × 48 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
15/16" Beveled Tegular		**1917**	12 × 24 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
HRC items not included in made-to-order panels.		**1993**	12 × 48 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1994	12 × 60 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1995	12 × 72 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1911	24 × 24 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1911HRC	24 × 24 × 3/4"																
		1951	24 × 24 × 3/4"	0.60	40 •		GOOD	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1894	24 × 24 × 3/4"	0.60	40 •		GOOD	Fire Guard™	0.88 •	•	•	•	•	•	•	•	•	•	•
		1914	24 × 48 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1914HRC	24 × 48 × 3/4"																
		1985	24 × 60 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1981	24 × 72 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
9/16" Beveled Tegular	29, 44, 48, 52, 56	**1423**	6 × 48 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1427	6 × 60 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
HRC items not included in made-to-order panels.		**1916**	12 × 24 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1996	12 × 48 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1997	12 × 60 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1998	12 × 72 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1912	24 × 24 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1912HRC	24 × 24 × 3/4"																
		1952	24 × 24 × 3/4"	0.60	40 •		GOOD	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1895	24 × 24 × 3/4"	0.60	40 •		GOOD	Fire Guard	0.88 •	•	•	•	•	•	•	•	•	•	•
		1915	24 × 48 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1915HRC	24 × 48 × 3/4"																
		1986	24 × 60 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1982	24 × 72 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•

Red Numbers are Fire Guard items.

[1] Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) **BETTER** (NRC 0.70-0.75; CAC 35+) **BEST** (NRC 0.80+; CAC 35+)

* Item not UL tested

MINERAL FIBER – Standard

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energy management; construction waste mgmt; regional materials; design for flexibility; EPD; recyclable/ extended producer resp.; biobased materials; recycled content; sourcing of raw materials; material ingredient reporting; low emitting/ materials; lighting quality; acoustics

▲ LOCATION DEPENDENT

VISUAL SELECTION

PERFORMANCE SELECTION

Dots represent high level of performance. $$$$

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)	UL Classified Acoustics NRC + CAC =	Total Acoustics[1] NRC + CAC	Fire Performance	Light Reflect	Bio-Block Anti-Mold/ Mildew	Humi-Guard+ Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels: Fog	DURABILITY: Wash	Impact	Scratch	Soil	Recycle Program	30-Yr Warranty
9/16" Beveled Tegular	29, 44, 48, 52, 56	**1905**	30 × 30 × 3/4"	0.75 + 35 =	BETTER	Class A	0.88	•	Std	•	•	•	•	•	•	•	1-Yr
		1905HRC	30 × 30 × 3/4"														
		1929	30 × 54 × 3/4"	0.75 + 35 =	BETTER	Class A	0.88	•	Std	•	•	•	•	•	•	•	1-Yr
		1929HRC	30 × 54 × 3/4"														
HRC items not included in made-to-order panels.																	
			3/4" Thick – 15/16" & 9/16" Beveled Tegular														
Made-to-Order Sizes 1 Ctn Min FASTSIZE 3 WEEKS order to ship		Width (short side)	Length (long side)	N/A + N/A =	N/A	Class A	0.88	•	•	•	•	•	•	•	•	•	•
Visit the product page online and see "Configure an Item" to verify capabilities. Questions? email Techline@armstrongceilings.com		4" – 30"	12" – 72"														
ULTIMA® with AirGuard™ Coating 15/16" Beveled Tegular	15	**1901**	24 × 24 × 3/4"	0.75 + 35 =	BETTER	Class A	0.88	•	•	•	•	•	•	•	•	•	•
		1904	24 × 48 × 3/4"	0.75 + 35 =	BETTER	Class A	0.88	•	•	•	•	•	•	•	•	•	•
9/16" Beveled Tegular	29, 44, 48, 52, 56	**1902**	24 × 24 × 3/4"	0.75 + 35 =	BETTER	Class A	0.88	•	•	•	•	•	•	•	•	•	•
		1906	24 × 48 × 3/4"	0.75 + 35 =	BETTER	Class A	0.88	•	•	•	•	•	•	•	•	•	•
AirGuard™ Coating actively removes formaldehyde from indoor air.																	

[1] Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) **BETTER** (NRC 0.70-0.75; CAC 35+) **BEST** (NRC 0.80+; CAC 35+)

SUSPENSION SYSTEMS

15/16"



Prelude®

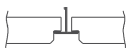
9/16"



Silhouette® 1/4" Reveal



Silhouette 1/8" Reveal



Suprafine®



Interlude® XL® HRC

Blizzard White – Suspension System Finish
A color and texture coordinated suspension system to complement Ultima® ceiling panels for a monolithic look and feel.

PHYSICAL DATA

Material
Wet-formed mineral fiber with DuraBrite® acoustically transparent membrane

Surface Finish
DuraBrite with factory-applied latex paint

Fire Performance
Class A: ASTM E84 and CAN/ULC S102 surface burning characteristics. Flame Spread Index of 25 or less. Smoke Developed Index of 50 or less (UL labeled).

Fire Guard™: A fire-resistive ceiling when used in applicable UL assemblies

ASTM E1264 Classification
Type IV, Form 2, Pattern E; Fire Class A

Humidity/Sag Resistance
HumiGuard® Plus ceiling panels are recommended for areas subject to high humidity, up to, but not including, standing water and outdoor applications. (Excludes items 1905 and 1929).

Anti-Mold/Mildew
Ceiling panels with BioBlock® performance resist the growth of mold and mildew on the tile surface.

VOC Emissions
GREENGUARD Gold Certified
Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017. This standard is the guideline for low emissions in LEED®, WELL Building Standard™, Living Building Challenge® (LBC), CalGreen Title 24, ANSI/ASHRAE/USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol.

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS UL.COM/GG UL 2818

GREENGUARD GOLD

Acoustical Performance
CAC testing conducted using Prelude® XL® suspension system for 15/16" edge detail and Silhouette® suspension system for 9/16" edge detail.

Primary (Embodied) Energy
See all LCA information on our EPDs.

High Recycled Content
Contains greater than 50% total recycled content. Total recycled content based on product composition of post-consumer and pre-consumer (post-industrial) recycled content per FTC guidelines. HRC items contain 15% or greater post-consumer recycled ceilings.

Insulation Value
R Factor – 2.2 (BTU units); R Factor – 0.39 (Watts units)
2081, 2081, 2084, 2085 – R Factor – 2.9 (BTU units); 0.445 (Watts units)

Cleaning and Disinfecting
Cleaning and CDC recommended disinfecting options available on armstrongceilings.com/cleaning

30-Year Performance Guarantee & Warranty
When installed with Armstrong® Suspension System. Details at armstrongceilings.com/warranty

Weight; Square Feet/Carton
1945 – 1.14 LBS/SF; 48 SF/CTN
1941, 1942 – 1.125 LBS/SF; 40 SF/CTN
1944, 1942HRC – 1.125 LBS/SF; 48 SF/CTN
1433, 1434 – 1.05 LBS/SF; 60 SF/CTN
1436, 1437 – 1.04 LBS/SF; 72 SF/CTN
2081, 2082 - 1.0 LBS/SF; 40 SF/CTN
2084, 2085 - 1.0 LBS/SF; 48 SF/CTN
1431 – 1.06 LBS/SF; 62.5 SF/CTN
1917, 1993 – 1.05 LBS/SF; 24 SF/CTN
1422, 1423 – 1.08 LBS/SF; 24 SF/CTN
1905, 1905HRC – 1.05 LBS/SF; 62.5 SF/CTN
1911, 1911HRC, 1912, 1912HRC, 1914, 1914HRC, 1915 – 1.05 LBS/SF; 48 SF/CTN
1916, 1996 – 1.05 LBS/SF; 24 SF/CTN
1427 – 1.07 LBS/SF; 24 SF/CTN
1929, 1929HRC – 1.02 LBS/SF; 68 SF/CTN
1895, 1952, 1951 – 1.31 LBS/SF; 48 SF/CTN
1901, 1902, 1904, 1906, 1894 – 1.08 LBS/SF; 48 SF/CTN
1997, 1994 – 1.05 LBS/SF; 30 SF/CTN
1998, 1995 – 1.05 LBS/SF; 36 SF/CTN
1981, 1982 - 1.08 LBS/SF; 72 SF/CTN
1985, 1986 – 1.08 LBS/SF; 80 SF/CTN

Minimum Order Quantity
1 carton

Metric Items Available
1941M, 1944M, 1945M, 1905M, 1912M, 1912MHRC, 1914M, 1915M, 1916M – Metric items are subject to extended lead times and minimum quantities. Contact your representative for more details.

TechLine / 1 877 276-7876
armstrongceilings.com/ultima

BPCS-3039-1023

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Armstrong® World Industries

MINERAL FIBER – Standard

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 propietary 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 manufucturer.
		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
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

5. Builder’s Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

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

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

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

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

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

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

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT D



UNIFORM GENERAL CONDITIONS

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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

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

.2 **Prevailing Wage Schedule.** The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

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

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

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

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

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3
The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX. 75050
T.214-324-4779 FALKENBERGCONSTRUCTION.COM

April 26, 2024

Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626

Proposal No.: [redacted]

Reference: Inner Loop Annex - IT Dept Reno

Contract No.: Buy Board 581-19

Attention: Daryl Mutz

We propose to furnish labor, material and equipment for the Inner Loop Annex - IT Dept Reno project for the sum as follows:

Proposal Breakdown		
RS Means Cost		**$184,170.78**
Coefficient	**0.98**	**$3,683.42**
Sub Total		**$180,487.36**
Bond	**2.5%**	**$4,512.18**
PROPOSAL TOTAL		**$184,999.55**

One Hundred Eighty-Four Thousand Nine Hundred Ninety-Nine and 55/100 ---------- Dollars

I. Documents:

A. Drawing Numbers:

B. Specifications:

II. Scope of Work:

Division 08 (Openings) & Div 9 (Finishes)

Cover & protect existing finishes
Provide & install Workplace Solutions modular walls, frames, doors, accessories, and hardward
Workplace Solutions invoice dated 4/22/24 approved by WILCO via email 4/23/24
Patch prime & paint walls at electrical outlets where new modular wall systems will be installed at offices 300A, 300B & 300C
Patch drywall, tape & float at AV box
Repaint walls at Offices 226 & 2776 B
Rough in a new opening to receive a 3-0 x 7-0 timely frame color to match existing at room 707
Rework ceiling grid as needed to accommodate relocation of fixtures
Patch base at new door opening
Patch carpet a new door opening
Install new wood door
Stain wood door to match existing
Repaint room 707 both sides of corridor wall

Division 23 (HVAC)

Offices 300A,300B,300C,300D,300E, and 300F

Relocate (2) existing supply diffusers for West side of office
Furnish & install (1) new supply run with manual damper and diffuser from existing supply run for West side of office.
Furnish & install (1) new main supply branch duct from main supply duct to serve middle space of room.
Furnish & install (2) new supply branch ducts with manual dampers and supply diffusers for middle space of room.

Furnish & install (1) new supply branch duct from main supply branch duct with manual damper & diffuser for East side of office.

Offices 226 & 2776 B

Relocate (1) existing supply diffuser.
Furnish & install (1) new supply run with manual damper and diffuser.

Office 707 A & B

Extend existing supply duct and add new supply diffuser with manual damper.
Remove flex duct on existing diffuser & connect it to new extended ductwork.
Furnish & install (2) return air transfer grilles.

Division 26 (Electrical)

This proposal assumes that the "Existing" circuitry being extended is of sufficient size & rating to provide additional circuitry. Any additional circuitry requirements are not included

Offices 226 & 2776 B

Separate "Existing" lighting controls to achieve individual light switch controls to accommodate the newly installed Demountable wall using the "Existing" lighting circuitry & install "New" line voltage 0-10v dimmer switches

Offices 300A,300B,300C,300D,300E, and 300F

Separate Existing" lighting controls to achieve individual light switch controls for offices 300A,300B,300C,300D,300E, & 300F using the "Existing" lighting circuitry using dimmer switches
Relocating "Existing" Receptacles/Data outlets that interfere with the new demountable walls

Office 707 A & B

Separate "Existing" lighting controls to achieve individual light switch controls to accommodate the newly installed Demountable wall using the "Existing" lighting circuitry & install dimmer switch
Install (1) New duplex WHT 20A 120v circuitry to provide power for "New" Desk location & (1) raceway/pathway for (1) low data jack extending from the "Existing" circuitry
Provide Raceways from Existing lighting systems to "New" demountable wall switch locations

Daily Cleaning
Final Clean

III. Exclusions:

Sales tax, overtime, permit fees
Any Work to the Fire Suppression System
Any Plumbing Work
Any Security or Data Electrical Work
After Hours Work
Any work outside the SOW
Abatement of any type
Structural framing

IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days
This Proposal accounts for 40hrs of General Contractor Supervision Time

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.



Kady Williams
Construction Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1154390

Date Filed:
04/30/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
581-19
Inner Loop Annex IT-Risk New Offices

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Christopher	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John E. Castro, and my date of birth is [redacted].

My address is [redacted] (street), Grand Prairie (city), TX (state), 75050 (zip code), USA (country).

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

Executed in Dallas County, State of Texas, on the 30 day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1154390

Date Filed:
04/30/2024

Date Acknowledged:
04/30/2024

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Williamson County Facilities Management

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

581-19
Inner Loop Annex IT-Risk New Offices

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Christopher	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **40.**

Meeting Date: 05/07/2024

Approval of the Guaranteed Maximum Price (GMP) No.2 with #22RFP148 Construction Manager at Risk (CMAR) for Williamson County New Headquarters Building to Chasco Contractors, Ltd. L.L.P. Inc. for Facilities Maintenance

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) No.2 early release – Piers, with awarded RFP #22RFP148 Construction Manager at Risk (CMAR) New Headquarters Building, Chasco Contractors, Ltd. L.L.P. Inc, in the not-to-exceed amount $3,482,825.00 and authorize the execution of the GMP No. 2 between Williamson County and Chasco Constructors, Ltd. LPP. Inc. The funding source is P577.

Background

The Guaranteed Maximum Price (GMP) No.2 – Piers is in relation to the construction of Williamson County Headquarters through RFP #22RFP148 which was awarded on 12.13.2022 with agenda item #35, to perform the work approved on the above-mentioned project. This project is done in phases and therefore multiple GMPs are requested at different times. The funding source is P577, and the point(s) of contact are Dale Butler and Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Guaranteed Maximum Price (GMP) No.2

Form 1295 - Chasco Contractors, Ltd. L.L.P. Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 04:44 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:33 AM
Form Started By: Stacian Williams		Started On: 04/30/2024 04:39 PM
Final Approval Date: 05/02/2024		

CHASCO CONSTRUCTORS

Guaranteed Maximum Price Proposal

For

WILCO TEXAS

- Wilco Headquarters
- Bid Package #2 - Piers
- Project Number P577
- April 26th, 2024

CHASCO CONSTRUCTORS

Guaranteed Maximum Price Proposal

Wilco HQ

Bid Package #2 - Piers

For

WILCO TEXAS

April 26th, 2024

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Exhibit A – GMP Proposal

EXHIBIT A

GUARANTEED MAXIMUM PRICE PROPOSAL
Williamson County Headquarters
Bid Package 02 – Piers

Chasco Constructors, Ltd. L.L.P ("CMAR") hereby submits to Williamson County, Texas ("County") for the use and benefit of County pursuant to the provisions of the Contract for Construction Manager-at-Risk Project Delivery dated 12/14/2022 ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for Bid Package 02 – Piers in relation to the construction of **Williamson County Headquarters** ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

Cost of the Work.
A not-to-exceed amount for the Cost of the Work for Bid Package 02 – Piers pursuant to the Contract:

Three million, one hundred ninety-four thousand, eight hundred seven dollars. ($3,194,807.00)

CMAR's Fee.
A fixed sum fee for CMAR's Fee for Bid Package 02 – Piers pursuant to the Contract:

Two hundred eighty-eight thousand, eighteen dollars. ($ 288,018.00)

Total GMP.
The total sum of the above Items 1 through 2, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing Bid Package 02 – Piers complete, in place, and operational in accordance with the Contract Documents (All attached breakdowns shall total this GMP amount).

Three million, four hundred eighty-two thousand, eight hundred twenty-five dollars. ($3,482,825.00)

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.
The date for achieving Substantial Completion of Bid Package 02 – Piers shall be **One Hundred Forty-Three (143)** calendar days from the Notice to Proceed with Construction.

Withdrawal of GMP Proposal.
This GMP Proposal may not be withdrawn for a period of ninety (90) calendar days from the date of receipt by County.

Liquidated Damages.
CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty Dollars ($750)** per calendar day for failure to complete the work for Bid Package 02 — Piers within the Contract Time in accordance with the Contract.

Owner's Contingency.
A not-to-exceed amount for the Owner's Contingency stated herein for reference:

One hundred seventy-four thousand, one hundred forty-one dollars. ($ 174,141.00)

CMAR and County have agreed to separately phase out various scopes of the construction services of Project and execute this Guaranteed Maximum Price Proposal as to only the Bid Package 02 — Piers phase of construction services so that such phase of construction can be commenced and completed on or before the Substantial Completion date set out in this Guaranteed Maximum Price Proposal. CMAR and County hereby acknowledge they will negotiate additional Guaranteed Maximum Price Proposals in order to include the remainder scope of construction services for the entire Project following execution of this Guaranteed Maximum Price Proposal. CMAR acknowledges and agrees that the remainder scope of construction for the Project shall not constitute changes in the Work and there should be no adjustment under Sections 5.1.2 or 5.1.3 of the Contract to increase CMAR's Fee percentage that is set forth under Section 5.1.1 of the Contract. Furthermore, the preconstruction phase compensation set forth under Section 4.1.1 of the Contract shall not be changed or modified due to any phasing of the construction services.

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal for Bid Package 02 — Piers

CMAR:

Chasco Constructors, Ltd. L.L.P

By: _____
Signature

Glace Jr., Charles
Printed Name

President
Title

Date Signed: April 26th, 2024

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____ _____, 20__



Executive Project Summary

TAB 2 - Executive Project Summary

Project Summary

The scope of working includes building concrete work and the supply of HVAC and electrical components. The concrete scope includes the installation of drilled piers, a 3" mud slab, grade beam walls with waterproofing, concrete columns in the crawl space, 10" chiller pad slab, Slab on void form & beams at exterior stoops. The HVAC scope consists of supplying three chillers manufactured by Daikin, as per the basis of design. The electrical scope involves supplying a switchboard package with quick ship and adding temporary electrical to the site.

Improvements include:

03 05 16 Underslab Vapor Barrier
03 10 00 Concrete Forming and Accessories
03 20 00 Concrete Reinforcing
03 30 00 Cast-In-Place Concrete
07 13 00 Sheet Waterproofing
31 63 29 Drilled Piers
26 24 13 - Switchboards
23 62 80 - Air Cooled Water Chillers

Schedule

- Notice to Proceed is expected to be issued on or about May 21st, 2024, with on-site mobilization beginning on or about May 27th, 2024.
- Substantial Completion of this Bid Package #2 - Piers is expected by October 17, 2024

Project Team

TAB 3 – Project Team

Chasco's project team is as follows:

- Bill Bambrick – Vice President, Sr. Project Manager – Primary Management Contact
  Office: 512-244-0600 x 122
  Cell: 512-848-3327
  Email: bill@chasco.com

- Bill Paetznick – Sr. Project Manager
  Office: 512-244-0600
  Cell: 512-948-1830
  Email: bill.p@chasco.com

- Mark Lee – Project Superintendent
  Office: N/A
  Cell: 512-992-5863
  Email: mark.lee@chasco.com

- Scott Badgett – Vice President, Pre-Construction Manager/Estimating Support
  Office: 512-244-0600 x 111
  Cell: 512-844-6395
  Email: scott@chasco.com

- Rick Risener – Chief Civil Estimator/Estimating Support
  Office: 512-244-0600 x 134
  Cell: 512-848-3342
  Email: rick@chasco.com

- Jonathan Escalante – Safety Director
  Office: 512-244-0600 x 135
  Cell: 512-848-3636
  Email: jonathan@chasco.com

- Chuck Glace – President/Executive Support
  Office: 512-244-0600 x 118
  Cell: 512-848-3315
  Email: chuck@chasco.com

- Charles King – Vice President/CFO/Executive Support
  Office: 512-244-0600 x 132
  Cell: 512-431-6343
  Email: charlesk@chasco.com

- Craig Hunter, CPA – Controller/Accounting Support
  Office: 512-244-0600 x 114
  Cell: 512-964-8447
  Email: craig.hunter@chasco.com

  Resumes are attached

Wilco Headquarters Project

Project Design Team
GarzaEMC, LLC. – Engineer
MarmonMok - Architect

Construction Manager
Chasco Constructors
Round Rock, TX

Executive Support
Chuck Glace, President
Charles King, Vice President & CFO
Craig Hunter, CPA Controller

Pre-Construction Team

Manager of Pre-Construction Services
Building Estimator
Scott Badgett

Civil Estimator
Rick Risener

- Estimates
- Budget
- Schedule
- Value Management
- Staging / Logistics
- Identify / Purchase Long-lead Items
- Pre-qualify Subcontractors
- Evaluate Constructability Issues

Construction Team
Project Manager
Bill Bambrick
Bill Paetznick
Project Superintendent
Mark Lee
Safety Director
Jonathan Escalante

Subcontractors / Suppliers

- Site Management
- Schedule
- Cost Control
- Safety
- Punch List

R E S U M É

CHASCO CONSTRUCTORS

Bill Bambrick
VP & Senior Project Manager

Education

Drake University 1976

University of Houston 1977

Austin Community College 1987

Work History and Background

Bill has over 45 years in the construction industry spending the last 34 years with Chasco Constructors. As Vice President and Senior Project Manager Bill has extensive experience in all areas of construction including commercial and industrial buildings, Class A office, site work, utilities, bridges, roads & heavy/highway and airport work. He is very experienced with alternative delivery methods including CMR and Design/Build.

Project Experience

- The Wilco Annex is a two story 60,000 SF office building for Williamson County, TX. The building is situated on a sloping site of very fat clay, so the slab was constructed as a structural pan slab with drilled piers with a perimeter grade beam to provide a voided crawl space. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.



- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, despite having over 40 rain days.



- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.



R E S U M É (continued)

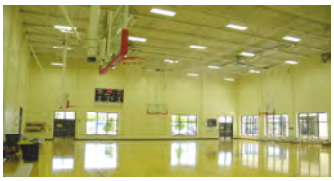
Bill Bambrick, VP & Senior Project Manager



- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational.



- Georgetown Recreation Center, Georgetown, TX: 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



- Round Rock YMCA Gymnasium, Round Rock, TX: A 7,437 sf masonry and structural steel facility including full court and half court basketball goals, volleyball court and elevator. Total estimated project cost is $1.2 Million. CM-at-Risk delivery.



- Twin Lakes YMCA, Cedar Park: A 36,400 sf tilt wall and structural steel facility including a gymnasium, work out facilities, locker rooms with showers, daycare, administrative offices and meeting rooms. The project also included an outdoor “fun pool” with many water features and a pool house. Parking facilities for the YMCA were simultaneously constructed under a separate contract with Williamson County. Combined project cost was $5.3 Million. CM-at-Risk delivery.



- Hutto Family YMCA, Hutto, Texas: Chasco Constructors was the Construction Manager for the construction of the 30,000 sf Hutto Family YMCA facility in Hutto, Texas. The project consists of a natatorium, locker rooms, work out and aerobics areas as well as offices. Chasco provided a complete pre-construction program for this project to assist the YMCA and the City of Hutto with budgeting and constructability management in order to maximize the City’s budget while allowing the project to achieve all of the original programming goals for both the City and the YMCA.

References

Mr. Jeff Andresen, CEO
YMCA of Greater Williamson County
512-801-7736

Ms. Susan McFarland, AIA
Susan McFarland, Architect
512-288-3001

Ms. Barbara Garrett
Garrett Consulting Services
615-394-4977

Tony Prete, PE
Waeltz & Prete, Inc.
512-505-8953

R E S U M É

CHASCO CONSTRUCTORS

Bill Paetznick
Senior Project Manager

Education

BYU - Business

Work History and Background

Bill has over 30 years in the construction industry and has served in multiple roles throughout his career including Sr. Vice President for a National General Contractor, President of a local Development and Contracting firm and multiple management positions within the construction industry. Bill has extensive experience in commercial construction in the Retail, Class A office, Specialty Restaurant, and Industrial Sectors. He spent 10 years with a National Shopping Mall developer managing large mall renovations and new construction projects across the US.

Highlight Project Experience

- Wolf Crossing - Georgetown Texas - a 250,000sf retail center on Interstate 35 at University Avenue that includes restaurants, medical facilities, neighborhood services, a hotel, and a grocery store. This was a large multi building Tiltwall project spread across 31 acres anchored by several national tenants. This project was delivered on time in spite of an unseasonable amount of rain that caused multiple delays with the tiltwall erection. Utilities were complex due to the large overall site conditions, spacing of the buildings and location of existing utility tie ins. Extensive landscaping encompassed the entire site upon completion.



- Cubesmart Storage - Parmer Lane Austin Texas - the 110,505-square-foot building houses all climate-controlled units along with retail and office space for operations. The five-story property is outfitted with 1,152 storage units. Due to being 5 story, intumescent fireproofing was required on all vertical and horizontal structural steel. Project was delivered on time and within budget despite the City of Austin jurisdictional challenges and extremely challenging utility work performed in the right of way. Detention pond was built on site and required to be semi functional prior to the start of construction.



- Mission Viejo Mall – Mission Viejo California – Managed the 150 million dollar construction renovations of this super regional shopping mall which features over 1 million sf of retail space. Renovations included relocation and expansion of various major anchor tenants, a completely relocated food court anchored by The Cheesecake Factory and an extensive parking garage expansion. This project also featured major lighting and visual improvements to brighten up the interior of the mall. The renovation required additional chiller units as well as major mechanical and electrical system upgrades throughout the facility.



R E S U M É (continued)

Bill Paetznick, Senior Project Manager

- Cube Smart Sacsche, Texas – This 135,00 sf 3 story building was constructed on just 2 acres. This site was bounded by a wet weather pond that resulted in extremely high PVR soil conditions. The entire site including the building pad was lime stabilized to minimize the expansion of the soil. Despite the engineered design, the building still experienced substantial vertical movement in the building and parking area. Stormwater was sheet drained and diverted to a common area detention and filtration pond. Utility connection points were extremely long runs and ground water was encountered throughout the trenching for the utilities.



- Central Texas Harley Davidson I35 Round Rock Texas – This dealership relocated from a small facility in Austin and transitioned into this 6-acre site featuring a 45,000sf Tiltwall building that included a 15,000sf State of the Art Service Dept and 27,000sf of showroom and retail space. The building also featured 3,000sf of mezzanine offices. The site also featured large outside exterior entertainment spaces for hosting various activities. This project was designed by a Wisconsin based Architect which proved to be difficult in the understanding of the Texas climate.



- Truluck's – The Woodlands - This 25,000sf Tenant Improvement transformed a completely cold dark shell into a high-end fine dining restaurant with custom black walnut millwork and level 5 finishes throughout. Custom underlit Onyx bar tops and curved millwork were the first of its kind and we developed several construction methods for use in future locations. The site was incredibly challenging due to the limited space and close proximity of Lake Woodlands which required the use of helicopters to hoist the Mechanical systems on the roof.



- Hat Creek Burgers - Georgetown, Texas – This unique one off, non prototypical store was one of the first locations for this new chain that expanded rapidly in the Austin Area. Located right off the San Gabriel River Greenbelt, the 3,400sf building features a large outdoor space and a spacious play area. The historic site was unique due to being close to a former Indian site filled with arrow heads and historical items. Upon excavation, an abandoned swimming pool was discovered that was unreported on the surveys. Careful planning and construction of uniquely linked filtration ponds were built in the parking lot islands which treated the runoff prior to entry to the San Gabriel River.



References

Ryan Hansanawat
Mode Design & Architecture
512-733-1150

Jayson Riche, PE
GTX Engineering
254-279-3423

Morgan McLaughlin
Novak Commercial Construction
512-864-4656

Philip Wanke, AIA
Place Designers
512-238-8912

RESUMÉ

CHASCO CONSTRUCTORS

Mark Lee
Superintendent

Education

University of Oregon
1981

Work History and Background

Mark has a 37-year record of success overseeing all phases of commercial and residential construction projects. Projects have included churches, restaurants, office buildings and medical facilities. Mark works well with architects, subcontractors, suppliers and building officials to satisfy the expectations of the most discerning clients. He is dedicated to delivering the best in construction quality while adhering to all deadlines, specifications and budgets. Mark resides in Georgetown, Texas.

Project Experience

- The Wilco Annex is a two story 64,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.



- Celebration Church is a 90,000 SF Church recently constructed in Georgetown, TX. The facility has large childcare wing of 30,000 SF. The remaining 60,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,900 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, in spite of having over 36 rain days. 2017 Outstanding Construction Award – Austin Chapter AGC.



R E S U M É (continued)

Mark Lee
Superintendent

- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, including a showroom, offices, café, boutique, parts department, 52-bay service shop and a 72-space rooftop parking deck. An 11,000 SF carwash/make ready building and all the associated site work. 2015 Outstanding Construction Award – Austin Chapter AGC.



- Bartholomew Municipal Pool, Austin, TX – This project consisted of 3 bathhouses, a separate mechanical building and pump house an "L" shaped lap pool with a diving well, a mid-depth recreation pool, a zero-entry activity pool, and two slides. The site itself was over excavated and filled with 7' of engineered fill material. 2014 Outstanding Construction Award – Austin Chapter AGC.



- Don Hewlett Chevrolet, Georgetown TX – Multiple projects including a 4,815 SF Service Building constructed as a PEMB with stucco and split face CMU exterior. Containing service writers and waiting areas and a museum containing some of the iconic first model year vehicles Chevrolet produced. A 9,964 SF Parts Warehouse expansion. Also, a PEMB with elevated foundation challenges, due to the sloping site. These projects were both completed ahead of schedule and under budget. The challenge was in completing the work amidst a thriving and busy business that was open 6 days a week.

References

Jim Kuykendall, Executive Pastor
Celebration Church
(512) 763-3000 x 126

Mr. Steven Walker, Franchise Counselor
True Car
(512) 970-6760

Mr. Tom Stevens, Vice President
Stevens-Hemingway-Stevens, Inc.
(510) 787-1148

R E S U M É

CHASCO CONSTRUCTORS

Scott Badgett
Vice President – Building Estimating / Pre-Construction Services

Education

University of Texas
BS, Civil Engineering

Work History and Background

Scott has over 45 years of solid construction management experience in commercial, institutional and industrial projects. His diverse background includes constriction of high security and high-tech facilities, renovation and construction of healthcare facilities, churches, schools, office buildings, manufacturing and retail facilities. Experience includes Design/Build and fast-track projects, cast-in-place frame structures, pre-cast structures and tilt wall buildings. Scott's key responsibility is the coordination and management of the entire process from pre-construction through close-out. Scott has been with Chasco for nineteen years.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.



- The Wilco Georgetown Annex is a two story 60,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.



- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational. Parking facilities for the YMCA were simultaneously constructed under the same contract. CM-at-Risk delivery.



- Williamson County Precinct 1 Annex and EMS Building – construction of 2 buildings with E.I.F.S. and stone veneer with complete interior finish out. Annex building was 27,660 SF and the EMS building was 6,470 SF. Project was completed early and under budget. ($6.3 million CM-at-Risk delivery.



R E S U M É (continued)
Scott Badgett
Vice President – Building Estimating / Pre-Construction Services

- City of Round Rock Sports Center – Round Rock, TX – 80,000 square foot sports center with 6 basketball/12 volleyball courts and 9 multi-purpose rooms with seating for up to 1,700 fans. Chasco self-performed all site work, utilities, site concrete, building concrete and tilt wall panels for this project.



- Georgetown Recreation Center – Georgetown, TX – 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



- Great Oaks Elementary School, Round Rock, Texas – 6.0 million, 70,000 SF elementary school for RRISD. Project included all site development, utilities and detention pond.

- Westwood High School Science Wing Addition, Round Rock, Texas – 5.5 million two-story addition to existing high school. Included pre-cast wall panels to match existing facility. Project was constructed in the middle of the occupied campus with minimal impact to ongoing operations.

- Lampasas Middle School, Lampasas, TX – $6.0 million two-story middle school. Full cafeteria, gymnasiums and all related site facilities.

References

Mr. Bo Spencer, AIA
Spencer-Pierce Architecture, Inc.
512-388-0677

Mr. Dale Butler, Facilities Director
Williamson County, TX
512-943-1609

Mr. Jeff Andresen, President and CEO
YMCA Greater Williamson County
512-615-5530

R É S U M É

CHASCO CONSTRUCTORS

Rick Risener
Chief Civil Estimator

Education

Abilene Christian University

Work History and Background

Rick has over 20 years of experience in residential, commercial, airport, heavy highway and civil construction. Rick has worked on projects that vary from pedestrian, vehicular, and railway bridges, public and private roadways, concrete and earthen dams, public parks and trail systems, subdivision infrastructure, site and pipeline utilities, site grading and site concrete work, single building and strip retail, multi-story office and medical buildings, pre-cast and cast-in-place concrete garages, and custom home building. Rick has been with Chasco for thirteen years.

Project Experience

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large child care wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a book store and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state of the art audio/visual system.



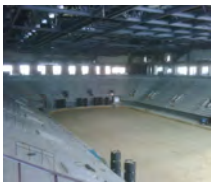
- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.



- Twin Lakes YMCA Natatorium, Teen Center & Aerobics Room – Owner – The YMCA of Greater Williamson County – CM at Risk contract. This expansion is the second phase of a project initially built in 2004 and made possible by a partnership between Williamson County and the YMCA of Greater Williamson County. This phase added a natatorium, a teen center, an aerobics room and a Cardio Theater. The natatorium houses multiple indoor pools, including a main pool with lap lanes, a splash pad area for small children and a two-story waterslide for the larger kids. Additionally, a warm water therapy pool, a hot tub/spa and a dry sauna were installed for the adults to relax in.



Rick Risener
Chief Civil Estimator



- Cedar Park Events Center, Cedar Park, TX – A 100,000 SF Multi-Function Sporting and Events Center. This project included the concrete foundation, upper level concrete slabs, equipment footings and foundations, and approximately 40 acres of site concrete with many areas that required special finishes.

- Barton Creek Section 101 ACFT Treated Effluent Storage Pond, Austin, TX – This project included ten acres of construction within an environmentally sensitive area. A 2,350 LF all weather access road was built to the pond site. 35,000 CY of rock and over burden were excavated. Approximately 8,000 CY of the material was resized through a crushing operation and reused as select fill across the entire pond floor and behind the pond walls. The walls, ranging from 9' to 35' tall, surrounded the entire pond perimeter.

- Samsung T-Star Facility Operations Building, Austin, TX – This project consisted of constructing a new two-story concrete frame office and warehouse building with loading dock at the Samsung Semiconductor site in Austin, TX. Strict background checks and training are required for all Samsung projects.

- ABIA New Employee Parking Lot, Austin, TX – This $7 million + project included construction of 703,800 SF of new parking lots at the existing Austin Bergstrom International Airport consisting of demolition of old Air Force structures, installation of 8" of lime treated subgrade, flex base and asphalt on the entire area, installation of 5 new Bus Shelters and 2 new Bench Canopy structures. Existing underground conditions created challenges on a daily basis.

- Kenney Fort Blvd., Round Rock, TX – In design for over 10 years, this project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock. The project featured three bridges: an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek, and a new railroad bridge for the Union Pacific Railroad. Some of the project challenges involved moving the Union Pacific mainline rail traffic to a shoofly detour. This allowed a new railroad bridge to be built on the mainline. Once the new railroad bridge was completed rail traffic was moved back onto the mainline and the shoofly detour was removed. Excavation then began under two existing bridges on Hwy 79. This was needed to extend the new Kenney Fort Blvd. under the highway and under the new rail bridge. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

City of Residence: Austin, Texas

References

Mr. Antonio Prete
Waeltz & Prete, Inc.
(512) 505-8953
tony@w-pinc.com

Mr. Troy Jamail
HWA Parking/Strickland-Jamail
(512) 592-3277
troy.jamil@hwaparking.com

Mr. James Heironimus
NXP Semiconductors, Inc.
(512) 933-2104
james.heironimus@nxp.com

R E S U M É

Jonathan Escalante, CSHO, CHST
Director of Health and Safety

Education
Universidad Valle Del Bravo, Mexico 2005

Work History and Background
Jonathan has over 10 years of Construction Safety Experience including road and building construction. As a Safety Specialist at Chasco, Jonathan has been responsible for updating, implementing and overseeing the company's safety and training program. Since beginning with Chasco, he has made revisions and updates to the Safety Manual, including: a new Accident Prevention Program, a new Substance Abuse Program & improved Accident Investigation procedures. He has also updated the SDS Manual, to merge the new GHS program and implemented a new Virtual Risk Manager Program that uses software for driver training & vehicle loss prevention. Employee training is a major concern at Chasco. Jonathan has created new training programs for new hire safety orientation, traffic control safety awareness, qualified signal & rigging training and general safety awareness for all of Chasco's employees. Due to all of these improvements, Chasco has seen lower Recordable Rates and an overall increase in safety awareness amongst its employees. Jonathan has been with Chasco for all ten years of his construction experience.

Training

CSHO (Certified Safety and Health Official)
500 OSHA Train the Trainers
510 OSH Standards
OSH311 Fall Protection
OSH521 Industrial Hygiene
PRT260 Cranes and Material Handling
OSH301 Excavation, Trenching and Soil Mechanics
CPR/FA Certified Trainer
PRT123 Scaffold Training
Flagger Training (Train the trainer)
OSH755 Accident Investigation
OSH301 Excavation, Trenching and Soil Mechanics

Project Experience
SH 130 - *Lone Star Infrastructure. Hutto, Tx. (10/2005-8/2009)*
Position: Safety Supervisor / HR Assistant **Project Value:** 1.6 Billion USD
Main activities:

- Responsible for day to day environmental health and safety related activity with a specific focus on reducing incident rates and workers comp.
- Develop and implement required Safety Programs and progressive disciplinary actions.

- Develop Safety incentive program
- Implement accident prevention program
- Field Safety Inspections
- Provide monthly reports to the Fluor Corporate Office, including accident investigations, injury summary reports (man-hours included) and project close out-forms.
- Accident investigation / Case manager
- Conduct Mass meetings, Safety talks.
- New Hire Safety Orientation
- Training such as: Fall Protection, Confined Space, Haz-Mat, Traffic Awareness
- Responsible for OSHA compliance and record keeping, Worker's Comp Issues
- Random Drug testing coordinator (DOT and Non-DOT)
- HR New hire orientation
- Minor HR duties such as: Terminations, spreadsheet, employee benefits.
- Coordinate office management and special projects with a high degree of efficiency.
- Manage capital purchases, direct vendor relations, generate and maintain equipment tracking records.

Construcciones del Panuco. Mexico (06/2002-09/2005)
Position: Safety Apprentice
Main activities:

- Protect Health and Safety of the employees as well as the company.
- Follow Safety Standards set by the Social Security Safety Regulation of the Mexican Institute.
- Safety inspections / investigations.
- Medical Case Management
- Safety Training to employees (adapted by OSHA 1926)
- Report all data of incidents / accidents to CEO monthly.

City of Residence: Leander, Texas

References

Mr. Ignacio Guerra
Fluor Daniel Ent.
(210) 273-1774

Brayan Loya
Fluor Daniel Ent.
(512) 769-4339

Larry Connelly
AGC of Austin
(512) 748-1830

R E S U M É

CHASCO CONSTRUCTORS

Charles J. (Chuck) Glace, Jr.
President

Education

Central Michigan University / U.T. Austin

Work History and Background

Chuck has over 30 years of diversified construction experience. He has extensive background in concrete flatwork, structural concrete, tilt-wall, decorative concrete, excavation, and utility work. Chuck has complete responsibility for overall coordination of Chasco's operation. To him, the retention and advancement of individuals speaks directly to Chasco's success. Chuck is a driving force in the organization and training of Chasco's talent in both the office and the field. He provides ongoing leadership to the management team and to the self-perform operations, helping Chasco to provide better control and exceptional service to its customers. Chuck serves on the Board of the YMCA of Round Rock. He is also a board member of the American Concrete Institute, a member of the Construction Specifications Institute, the American Society of Concrete Construction, and the Associated General Contractors of America, and a Board member of The Round Rock Community Foundation.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor.



- Kenney Fort Blvd.
  Owner - City of Round Rock, TX – Stipulated Sum/Unit Price contract. This project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock, TX. The project featured three bridges, an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek and a new railroad bridge for the Union Pacific Railroad. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.



R E S U M É (continued)

Charles J. (Chuck) Glace
President



- AMP Packaging Office and Manufacturing Facility, Round Rock, TX – Design/Build Contract for 58,000 SF tiltwall computer manufacturing facility.



- Emergency Vehicles Operations Course –
  Owner - Texas Department of Public Safety – CM-at-Risk contract. Over 1,000,000 SF of concrete skills pads and 6.2 mile asphalt/concrete road track for vehicle skills and training. During construction of the original $23.8 million-dollar project a $3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. Total project cost was $27.5 Million.

- Tellabs Operations, Round Rock, TX – 48,000 SF tiltwall manufacturing addition to the existing facility.

- Classic Toyota, Round Rock, TX – Construction of a new car sales building, body shop, parking, drives, new car display, and detention / filtration structures.

- Austin VA Hospital / Clinic, Austin, TX – 45,000 SF slab on grade with related site work.

- St. Philips Family Life Center, Round Rock, TX – 11,000 SF church facility, including worship areas, classrooms, elevated altar / stage, commercial food preparation, and childcare.

- Shoal Creek Bridge, Austin, TX – New 2-span bridge over Shoal Creek including channel work and slope protection to flood prone creek.

- Expo Business Park, Austin, TX – Two 124,000 SF concrete tiltwall buildings, including all site development and utility construction.

References

Mr. Mark Remmert
Chief Building Inspector
City of Round Rock
512-218-6600

Mr. Brent Jones, P.E.
Civil Engineer
Randall Jones Engineering
(512) 415-3012

Mr. Chad McDowell
General Services Director
City of Round Rock
(512) 671-2890

R E S U M É

CHASCO CONSTRUCTORS

Charles R. King
CFO, Vice President, Secretary and Treasurer

Education

BBA in Accounting – Lamar University
CPA Certification – Texas Society of CPA's

Work History and Background

Charles has over 40 years experience as an entrepreneurial financial accountant. He began his career with a national accounting firm prior to joining a local CPA firm. As a partner in this firm, he was responsible for a wide array of tax and financial accounting engagements for small businesses and individuals. Subsequently, he spent 15 years as CFO of a multi-location, multi-franchise car dealership conglomerate. In this role he was responsible for the financial, treasury and IT functions.

At Chasco, Charles is responsible for the financial function, as well as strategic planning, tax issues and cash management.

References

Mr. Troy Voelker
McNery & Voelker
512-255-6940

Mr. Jeff Anderson
RSM Austin, CPA's
512-476-0717

R E S U M É

Craig Hunter, CPA

Controller

Education

BA in Accounting, California State University, Stanislaus, 1985

Work History and Background

Craig has over 30 years of experience in various industries. He has been a Controller at a publishing company, a lodging company, a wholesale/retail company with over 800 locations, a national health food company, where he was a key member of starting the manufacturing subsidiary. He has over 20 years of experience in the construction industry as a Consultant and Controller. He has worked with companies ranging in size from $12 million to well over $100 million. Craig's duties at Chasco include overseeing the Accounting and Human Resources departments. He has been with Chasco for five years.

City of Residence: Austin, Texas

List of Documents

Document List

Sheet	Title	Issue Date	Issued By
	Cover Sheet	4/01/24	MarmonMok
I101B	INDEX OF DWGS & INFORMATION	4/01/24	MarmonMok
15	MASTER GRADING PLAN	3/28/24	GarzaEMC, LLC.
16	GRADING PLAN - A	3/28/24	GarzaEMC, LLC.
17	GRADING PLAN - B	3/28/24	GarzaEMC, LLC.
18	GRADING PLAN - C	3/28/24	GarzaEMC, LLC.
29	WATER QUALITY POND & VEGETATIVE FILTER STRIP	3/28/24	GarzaEMC, LLC.
35	CRAWLSPACE DRAINAGE AND GRADING PLAN	3/28/24	GarzaEMC, LLC.
A001	SITE PLAN	4/01/24	MarmonMok
A005	UNDERFLOOR GRADING PLAN	4/01/24	MarmonMok
A006	UNDERFLOOR GRADING DETAILS	4/01/24	MarmonMok
A007	UNDERFLOOR GRADING DETAILS	4/01/24	MarmonMok
A008	UNDERFLOOR GRADING DETAILS	4/01/24	MarmonMok
A009	UNDERFLOOR GRADING DETAILS	4/01/24	MarmonMok
S010	ABBREVIATIONS, SYMBOLS AND GENERAL NOTES	4/01/24	Datum Engineers
S011	GENERAL NOTES	4/01/24	Datum Engineers
S012	GENERAL NOTES	4/01/24	Datum Engineers
S110	FOUNDATION PLAN - OVERALL	4/01/24	Datum Engineers
S111	FOUNDATION PLAN - AREA A	4/01/24	Datum Engineers
S112	FOUNDATION PLAN - AREA B	4/01/24	Datum Engineers
S113	FOUNDATION PLAN - AREA C	4/01/24	Datum Engineers
S114	FOUNDATION PLAN - AREA D	4/01/24	Datum Engineers
S115	CHILLER YARD FOUNDATION - PLAN & DETAILS	4/01/24	Datum Engineers
S150	DRIVE THRU FRAMING PLANS	4/01/24	Datum Engineers
S301	DRILLED PIER SCHEDULE, NOTES & TYPICAL DETAILS	4/01/24	Datum Engineers
S302	DRILLED PIER TYPICAL DETAILS	4/01/24	Datum Engineers
S303	EXPANSIVE CLAY SOIL DETAILS	4/01/24	Datum Engineers
S304	TYPICAL FOUNDATION DETAILS	4/01/24	Datum Engineers
S305	TYPICAL FOUNDATION DETAILS	4/01/24	Datum Engineers
S306	TYPICAL FOUNDATION DETAILS	4/01/24	Datum Engineers
S310	CONCRETE SECTIONS	4/01/24	Datum Engineers
S401	STEEL COLUMN DETAILS	4/01/24	Datum Engineers
S403	TYPICAL STEEL BEAM CONNECTION DETAILS	4/01/24	Datum Engineers
S404	TYPICAL STEEL BEAM CONNECTION DETAILS	4/01/24	Datum Engineers
S602	WIND BRACE TYPICAL DETAILS	4/01/24	Datum Engineers
M301	MECHANICAL SCHEDULES	4/01/24	Cleary Zimmermann
E401	ELECTRICAL ONE LINE DIAGRAM	4/01/24	Cleary Zimmermann
E501	ELECTRICAL PANEL SCHEDULES	4/01/24	Cleary Zimmermann

PAGES 1-67	PIER PACKAGE SPECIFICATIONS	04/01/24	MarmonMok
	GEOTECHNICAL REPORT	11/2/23	RABA KISTNER
PAGES 1-6	WILCO WAGE RATES - BUILDING	1/12/24	
PAGES 1-5	WILCO WAGE RATES – HEAVY & HIGHWAY	1/05/24	

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Qualifications & Clarifications

General Project Description

The scope of working includes building concrete work and the supply of HVAC and electrical components. The concrete scope includes the installation of drilled piers, a 3" mud slab, grade beam walls with waterproofing, concrete columns in the crawl space, 10" chiller pad slab, Slab on void form & beams at exterior stoops. The HVAC scope consists of supplying three chillers manufactured by Daikin, as per the basis of design. The electrical scope involves supplying a switchboard package with quick ship and adding temporary electrical to the site.

Clarifications, Assumptions and Qualifications

- Design Services
- Architectural and Engineering design services are excluded
- Geotechnical Engineering and soils analysis reports are excluded

General Requirements

- **Supervision and Administration**
  - Project supervision includes a Project Superintendent with Project Management, Safety Coordinator, Estimating, and Administrative Assistant as necessary to complete the project as scheduled.
- **Temporary Facilities**
  - Project field office
  - Project storage containers as required
  - Project office supplies
  - Project office equipment as required
  - Project sign and safety signs
  - Temporary toilets
  - Site fencing and gates
  - Barricades and guard rails as required
- **Project Services**
  - Field engineering and layout
  - General cleanup and haul away trash
  - Final cleaning
  - After hours or weekend job site security are not included in our price
- **Personnel Hoisting**
  - Material and Personnel hoist as required
- **Temporary Utilities**
  - Field telephone service
  - Price includes electrical power consumption and temporary lighting required for construction up until permanent power is hooked up and operational. Once permanent power is connected, all subsequent electrical service costs shall be the responsibility of the Owner.
- **Equipment**
  - Transportation for supervisory personnel (rental of company owned vehicles)
  - Expendable tools
  - Small equipment rental

Permits, Bonds and Insurance

- The cost of all site and building permits are excluded
- Mechanical, Electrical & Plumbing trade permits are included
- Plan review Fees are excluded
- Price Excludes Utility Connection Fees, Recovery Fees, City Improvement & Aid Fees, Impact Fees and Assessment Fees
- General Liability, Auto, Worker Compensation, and Builders Risk Insurance are included
- The price includes the cost of performance and payment bonds

Project Schedule, Weather, and Work Hours

- Schedule
  - The Project Schedule will include pre-construction and construction activities and when fully developed will serve as the basis for the time required to complete the project
  - Construction duration is estimated to be approximately 143 calendar days.
  - Work Hours
  - Normal working days are Monday through Friday, excluding holidays. Work may take place at night or on weekends as coordinated with the Owner.

Environmental

- We have assumed that all environmental investigations and permits will be accomplished and paid for by the Owner if required
- The handling or abatement of hazardous materials are not included in this estimate

Building Inspections

- Inspections will be provided as required by local jurisdiction

Layout & Engineering

- Layout and engineering as required

Materials Testing

- Materials Testing is by Owner

Contribution in Aid to Construction (Georgetown Utilities) - 01-5113

• Fixed Costs	1	LS
• Additional Costs	1	LS

Building Concrete - 03-5300

• Drilled Piers	116	EA
• 3" Mud Slab	43,422	SF
• Grade Beam Walls	292	CY
• Waterproof Grade Beam Walls	4,787	SF
• Concrete Columns In Crawl Space	41	EA
• 10" Chiller Pad	2,150	SF
• **Alternate Included**		
• Slab on Void Form & Beams at Exterior Stoops	2,764	SF

HVAC - 23-3000

• 3x Chillers (BOD Manufacture Daikin)	1	LS
• Bond	1	LS

Electrical - 26-1000

• Switchboard Package	1	LS
• Quick Ship Add	1	LS
• Bond	1	LS
• Temporary Electrical to Site	1	LS
• Add temporary power to job site 400a single phase		
• Includes stub up (3") to street pole, disconnect & meter(FBO) on rack/mast just other side of fence		
• Conduit & wire taken approximately 400' into site		
• Includes a 1" PVC UG to conex area		

Layout Engineering, CAD & Drone Coordination - 51-7100

• Layout all site work and CAD services for construction	80	HRS
• Drone Survey	20	EA

Work yet to be procured - 51-8920

• Scope of work items to be determined	1	LS

Exclusions

- The following items are not included in our Cost Estimate:
- Any Addendums other than #1 and #2
- Architectural or Engineering Fees
- Materials testing cost
- Permit fees
- Impact fees of any kind
- Gas Line Demolition (Currently in Progress by Atmos)
- Utility connection fees of any kind
- Assessment Fees to be paid by Owner
- Hazardous material assessment, removal, or abatement
- Engineer stamped steel shop drawings
- Landscape maintenance

- The following items are to be provided and installed by the Owner
- Any Owner's Betterment Allowance
- Any items noted in this scope narrative as "not included" or "not included in price"
- Tunnel Headwall Structure, French Drain, Underslab Drainage, Elevator Pit Walls, Elevator Sump Pump, Light Pole Bases, MEP Pads At Chiller Yard, Concrete Stairs, Topping Slabs
- Mud Slab Bid Per Addendum 1 Call Outs, Not Per Scope Package.
- Concrete Allowance Not Provided. Note 13 On S011 Is Not Complete.

Remaining Work to be Procured

The Bid Package #2 Piers - includes Remaining Work to be Procured in the amount of $124,295 for Scope of work items to be determined

General Materials Pricing – Applies to all Above Scopes of Work

Due to the extreme volatility and uncertainty of materials pricing in the current market, If the price of any material increases over the amounts included in this proposal, the price shall be equitably adjusted by an amount necessary to cover any such documented increase.

General Material Availability and Supply Chain – Applies to all Above Scopes of Work

Due to ongoing supply chain issues, Contractor will exercise all reasonable diligence to deliver the Project as per the mutually agreed upon schedule but shall not be responsible for any damages for delays or liquidated damages due to any cause beyond Contractor's reasonable control, including but not limited to, pandemics, labor shortages, material shortages, material delays, shipping delays, acts of God, civil unrest, or action by any official act of government.

Cost Estimate

Lump Sum Cost for Building and Site Work		**$ 3,482,825**

Alternates Included (all values approximate)			
Slab on Void Form & Beams at Exterior Stoops	Included	$	158,930.00

Alternates NOT Included (Alternates do not include the GC Fee, bond, insurance etc. These amounts will be added if an alternate is selected)

Pier Size	Add	Deduct	Casing
18"	$ 55.00	$ 15.00	$ 50.00
24"	$ 80.00	$ 25.00	$ 60.00
30"	$ 105.00	$ 40.00	$ 70.00
36"	$ 145.00	$ 45.00	$ 80.00

Value Engineering NOT Included (all values approximate)			
Deduct to use Carrier in lieu of BOD Daikin	Deduct	$	(69,573.00)

A cost breakdown is attached

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GMP Proposal Cost Breakdown

CHASCO CONSTRUCTORS	Wilco Headquarters Bid Package #2 - Piers **4.26.24** 20 Weeks (9 weeks in additional GC's due to overlap with Early Site Release Package)		
Scope	**Costs**		**Per SF**
Contribution in Aid to Construction (Georgetown Utilities)	$ 6,683		$ 0.06
Building Concrete	$ 2,243,706		$ 18.66
HVAC	$ 614,226		$ 5.11
Electrical	$ 189,897		$ 1.58
Layout Engineering, CAD & Drone Coordination	$ 16,000		$ 0.13
Work yet to be procured	$ 124,295		$ 1.03
Subtotal Cost	**$ 3,194,807**		**$ 26.57**
Fee 8.92%	$ 288,018		$ 2.40
Total	**$ 3,482,825**		**$ 28.97**

Alternates Included		
Slab on Void Form & Beams at Exterior Stoops	**Included**	**$ 158,930.00**

Alternates NOT Included			
Pier Size	**Add**	**Deduct**	**Casing**
18"	$ 55.00	$ 15.00	$ 50.00
24"	$ 80.00	$ 25.00	$ 60.00
30"	$ 105.00	$ 40.00	$ 70.00
36"	$ 145.00	$ 45.00	$ 80.00

Value Engineering NOT Included (all values approximate)		
Deduct to use Carrier in lieu of BOD Daikin	**Deduct**	$ (69,573.00)

Georgetown Utilities

Project **Williamson County Headquarters GMP - Bid Package #2 - Piers**

Estimator Alex Paetznick
Bid Date 4/16/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
01-5113	**Contribution in Aid to Construction (Georgetown Utilities)**									
	Fixed Costs	1	LS	0.00	0	0.00	0	6,463.15	6,463	6,463
	Additional Costs	1	LS	0.00	0	0.00	0	220.00	220	220
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		6,683	6,683

Chasco

Project **Williamson County Headquarters GMP - Bid Package #2 - Piers**

Estimator Alex Paetznick
Bid Date 4/16/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
03-5300	**Building Concrete**									
		1	LS	0.00	0	0.00	0	2,084,776.00	2,084,776	2,084,776
	Drilled Piers	116	EA	0.00	0	0.00	0	0.00	0	0
	3" Mud Slab	43,422	SF	0.00	0	0.00	0	0.00	0	0
	Grade Beam Walls	292	CY	0.00	0	0.00	0	0.00	0	0
	Waterproof Grade Beam Walls	4,787	SF	0.00	0	0.00	0	0.00	0	0
	Concrete Columns In Crawl Space	41	EA	0.00	0	0.00	0	0.00	0	0
	10" Chiller Pad	2,150	SF	0.00	0	0.00	0	0.00	0	0
	Alternate Included			0.00	0	0.00	0	0.00	0	0
	Slab on Void Form & Beams at Exterior Stoops	2,764	SF	0.00	0	0.00	0	57.50	158,930	158,930
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		2,243,706	2,243,706

ALTERNATES

#1	Slab on Void Form & Beams at Exterior Stoops	2,764	SF	$ 158,930.00

#2

Pier Size	Add	Deduct	Casing
18"	$ 55.00	$ 15.00	$ 50.00
24"	$ 80.00	$ 25.00	$ 60.00
30"	$ 105.00	$ 40.00	$ 70.00
36"	$ 145.00	$ 45.00	$ 80.00

QUALIFICATIONS/EXCLUSIONS:

- DRILLED PIER DEPTH IS MEASURED FROM GROUND LEVEL WHERE DRILLING RIG TRACKS SET.
- UNIT PRICE ADD/DEDUCTS ARE INCLUDED ABOVE. WE WILL NOT BE PROVIDING THE SAME RATE FOR BOTH +/-.
- MUD SLAB BID PER ADDENDUM 1 CALL OUTS, NOT PER SCOPE PACKAGE.
- PURCHASE OF EMBED PLATES AND ANCHOR BOLT ASSEMBLIES IS INCLUDED ABOVE.
- EXCLUSIONS: TUNNEL HEADWALL STRUCTURE, FRENCH DRAIN, UNDERSLAB DRAINAGE, ELEVATOR PIT WALLS, ELEVATOR SUMP PUMP, LIGHT POLE BASES, MEP PADS AT CHILLER YARD, CONCRETE STAIRS, TOPPING SLABS
- CONCRETE ALLOWANCE NOT PROVIDED. NOTE 13 ON S011 IS NOT COMPLETE.

Young & Pratt

Project **Williamson County Headquarters GMP - Bid Package #2 - Piers**

Estimator Alex Paetznick
Bid Date 4/16/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
23-3000	**HVAC**									
23-6280	3x Chillers (BOD Manufacture Daikin)	1	LS	0.00	0	0.00	0	604,026.00	604,026	604,026
	Bond	1	LS	0.00	0	0.00	0	10,200.00	10,200	10,200
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		614,226	614,226

Value Engineering NOT Included
Deduct to use Carrier in lieu of BOD Daikin $ (69,573.00)

Alterman

Project **Williamson County Headquarters GMP - Bid Package #2 - Piers**

Estimator Alex Paetznick
Bid Date 4/16/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
26-1000	**Electrical**									
	Switchboard Package	1	LS	0.00	0	0.00	0	92,576.00	92,576	92,576
	Quick Ship Add	1	LS	0.00	0	0.00	0	44,382.00	44,382	44,382
	Bond	1	LS	0.00	0	0.00	0	3,424.00	3,424	3,424
	Temporary Electrical to Site	1	LS	0.00	0	0.00	0	49,515.05	49,515	49,515
	Add temporary power to job site 400a single phase			0.00	0	0.00	0	0.00	0	0
	Includes stub up (3") to street pole, disconnect & meter(FBO) on rack/mast just other side of fence			0.00	0	0.00	0	0.00	0	0
	Conduit & wire taken approximately 400' into site			0.00	0	0.00	0	0.00	0	0
	Includes a 1" PVC UG to conex area			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		189,897	189,897

Chasco

Project **Williamson County Headquarters GMP - Bid Package #2 - Piers**

Estimator Alex Paetznick
Bid Date 4/16/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
51-7100	**Layout Engineering, CAD & Drone Coordination**									
	Layout all site work and CAD services for construction	80	HRS	0.00	0	0.00	0	125.00	10,000	10,000
	Drone Survey	20	EA	0.00	0	0.00	0	300.00	6,000	6,000
		0	SF	0.00	0	0.00	0	0.00	0	0
		0	SF	0.00	0	0.00	0	0.00	0	0
		0	SF	0.00	0	0.00	0	0.00	0	0
		0	LF	0.00	0	0.00	0	0.00	0	0
		0	LS	0.00	0	0.00	0	0.00	0	0
		0	Pls	0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		16,000	16,000

Chasco

Project **Williamson County Headquarters GMP - Bid Package #2 - Piers**

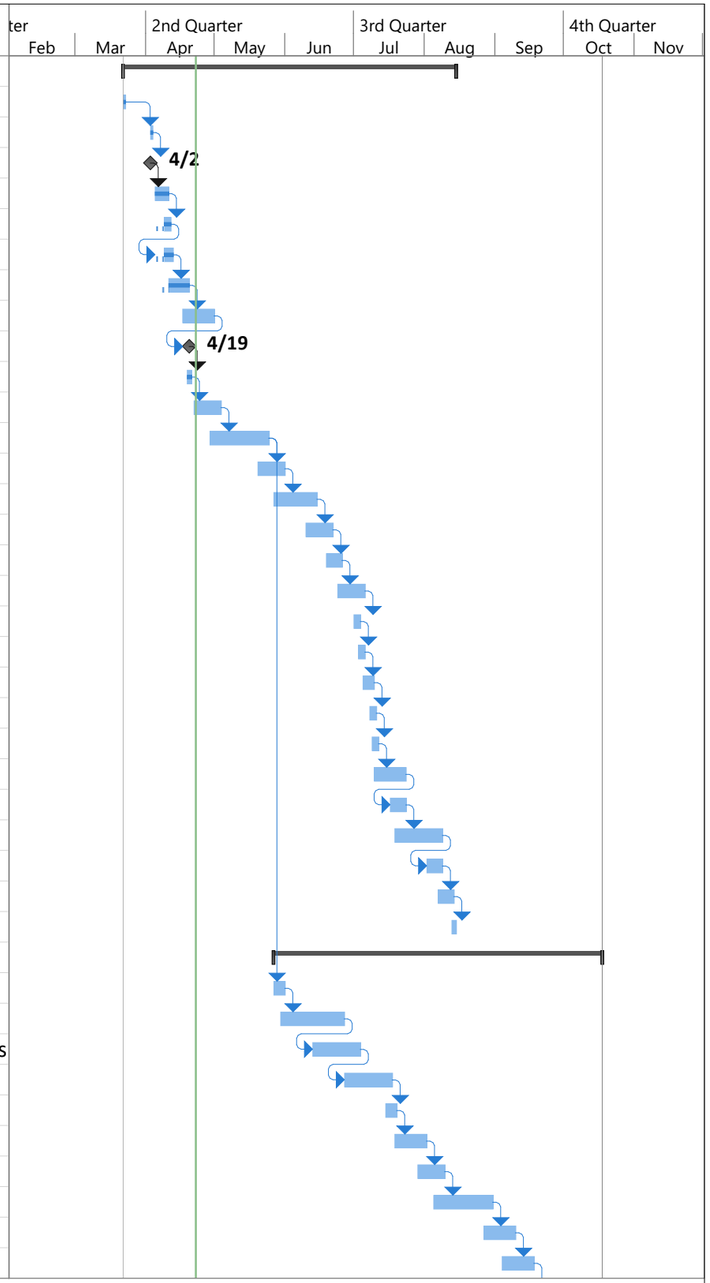
Estimator Alex Paetznick
Bid Date 4/16/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
51-8920	**Work yet to be procured**									
	Scope of work items to be determined	4.00%	LS	0.00	0	0.00	0	3,107,370.20	124,295	124,295
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		124,295	124,295

6

GMP Proposal Cost Breakdown

ID		Task Mode	Task Name	Duration	Start	Finish	Actual Start	Actual Finish	Predecessors
1			**SITEWORK**	**104 days**	**Fri 3/22/24**	**Wed 8/14/24**	**Fri 3/22/24**	**NA**	
2	✓		TCEQ PERMIT (contingent on issuance of WPAP permit by TCEQ)	1 day	Fri 3/22/24	Fri 3/22/24	Fri 3/22/24	Fri 3/22/24	
3	✓		NOTICE TO PROCEED	1 day	Wed 4/3/24	Wed 4/3/24	Wed 4/3/24	Wed 4/3/24	2FS+7 days
4	✓		EROSION CONTROLS	0 days	Mon 4/1/24	Tue 4/2/24	Mon 4/1/24	Tue 4/2/24	3
5	✓		SITE ACCESS/CONST. ENTRANCES	4 days	Fri 4/5/24	Wed 4/10/24	Fri 4/5/24	Wed 4/10/24	4FS-2 days
6	✓		TEMPORARY ROADS	3 days	Fri 4/5/24	Thu 4/11/24	Fri 4/5/24	Thu 4/11/24	5FS-2 days
7	✓		STAGING AREA	4 days	Fri 4/5/24	Fri 4/12/24	Fri 4/5/24	Fri 4/12/24	6FS-3 days
8	✓		CLEAR & GRUB	7 days	Mon 4/8/24	Fri 4/19/24	Mon 4/8/24	Fri 4/19/24	7FS-2 days
9			SELECTIVE CLEARING AT TRAIL SYSTEM	10 days	Wed 4/17/24	Tue 4/30/24	Wed 4/17/24	NA	8FS-5 days
10	✓		STRIP TOPSOIL	0 days	Mon 4/8/24	Fri 4/19/24	Mon 4/8/24	Fri 4/19/24	9FS-5 days
11	✓		ROUGH CUT POND	1 day	Fri 4/19/24	Sat 4/20/24	Fri 4/19/24	Sat 4/20/24	10FS-2 days
12			EXC & EMBANK	10 days	Mon 4/22/24	Fri 5/3/24	Mon 4/22/24	NA	11FS-1 day
13			STORM SEWER	20 days	Mon 4/29/24	Fri 5/24/24	NA	NA	12FS-5 days
14			WW	10 days	Mon 5/20/24	Fri 5/31/24	NA	NA	13FS-5 days
15			FIRE LINE	15 days	Mon 5/27/24	Fri 6/14/24	NA	NA	14FS-5 days
16			DOMESTIC WATER	10 days	Mon 6/10/24	Fri 6/21/24	NA	NA	15FS-5 days
17			FRENCH DRAIN PKG LOT	5 days	Wed 6/19/24	Tue 6/25/24	NA	NA	16FS-3 days
18			ELEC. & COMM CONDUITS	10 days	Mon 6/24/24	Fri 7/5/24	NA	NA	17FS-2 days
19			WATER FEATURE CONDUITS	3 days	Mon 7/1/24	Wed 7/3/24	NA	NA	18FS-5 days
20			FOOD COURT CONDUITS	3 days	Wed 7/3/24	Fri 7/5/24	NA	NA	19FS-1 day
21			EV CHARGER CONDUITS	3 days	Fri 7/5/24	Tue 7/9/24	NA	NA	20FS-1 day
22			GAS	3 days	Mon 7/8/24	Wed 7/10/24	NA	NA	21FS-2 days
23			IRRIGATION SLEEVES	3 days	Tue 7/9/24	Thu 7/11/24	NA	NA	22FS-2 days
24			LIME STABILIZE SUBGRADE	10 days	Wed 7/10/24	Tue 7/23/24	NA	NA	23FS-2 days
25			FIRST COUSE BASE	5 days	Wed 7/17/24	Tue 7/23/24	NA	NA	24FS-5 days
26			CURB & GUTTER	15 days	Fri 7/19/24	Thu 8/8/24	NA	NA	25FS-3 days
27			BACKFILL CURBS	5 days	Fri 8/2/24	Thu 8/8/24	NA	NA	26FS-5 days
28			SECOND COURSE BASE	5 days	Wed 8/7/24	Tue 8/13/24	NA	NA	27FS-2 days
29			FIRST COURSE HMAC	2 days	Tue 8/13/24	Wed 8/14/24	NA	NA	28FS-1 day
30			**PIER PACKAGE**	**104 days**	**Mon 5/27/24**	**Thu 10/17/24**	**NA**	**NA**	
31			EXCAVATE BUILDING CRAWLSPACE	5 days	Mon 5/27/24	Fri 5/31/24	NA	NA	13
32			DRILLED PIERS (BLDG., DRIVE THRU, CHILLER PAD)	20 days	Thu 5/30/24	Wed 6/26/24	NA	NA	31FS-2 days
33			ELEVATOR & SUMP PITS	15 days	Thu 6/13/24	Wed 7/3/24	NA	NA	32FS-10 days
34			STUB COLUMNS & ANCHOR BOLTS	15 days	Thu 6/27/24	Wed 7/17/24	NA	NA	33FS-5 days
35			CRAWLSPACE DRAINAGE	5 days	Mon 7/15/24	Fri 7/19/24	NA	NA	34FS-3 days
36			VAPOR BARRIER & MUD SLAB	10 days	Fri 7/19/24	Thu 8/1/24	NA	NA	35FS-1 day
37			GRADE BEAM CARTON FORMS	10 days	Mon 7/29/24	Fri 8/9/24	NA	NA	36FS-4 days
38			GRADE BEAMS & PIER CAPS	20 days	Mon 8/5/24	Fri 8/30/24	NA	NA	37FS-5 days
39			GRADE BEAM WELD PLATES & ANCHOR BOLTS	10 days	Tue 8/27/24	Mon 9/9/24	NA	NA	38FS-4 days
40			GB AIRWAYS	10 days	Wed 9/4/24	Tue 9/17/24	NA	NA	39FS-4 days



Project: HQ preliminary schedule
Date: Tue 4/23/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ID	Task Mode	Task Name	Duration	Start	Finish	Actual Start	Actual Finish	Predecessors
41		GB SOIL RETAINERS & WATERPROOFING	10 days	Thu 9/12/24	Wed 9/25/24	NA	NA	40FS-4 days
42		BACKFILL GB's	10 days	Tue 9/24/24	Mon 10/7/24	NA	NA	41FS-2 days
43		FOUNDATION FRENCH DRAIN	10 days	Fri 10/4/24	Thu 10/17/24	NA	NA	42FS-2 days



Project: HQ preliminary schedule
Date: Tue 4/23/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1154770

Date Filed:
04/30/2024

Date Acknowledged:

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

Chasco Constructors
ROUND ROCK, TX United States

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

Williamson County Texas

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

Project P577
Wilco Bid Package #2 - Piers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Glace Jr., Charles	Round Rock, TX United States	X	
King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Craig R Hunter, and my date of birth is [redacted].

My address is [redacted] (street), Austin (city), TX (state), 78701 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 30th day of April (month), 2024 (year).

Craig R Hunter

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1154770

Date Filed:
04/30/2024

Date Acknowledged:
04/30/2024

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

Chasco Constructors
ROUND ROCK, TX United States

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

Williamson County Texas

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

Project P577
Wilco Bid Package #2 - Piers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Glace Jr., Charles	Round Rock, TX United States	X	
King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **41.**

Meeting Date: 05/07/2024

Approval of Service Contract for Repairs to Hail Damaged County Vehicles with Rock Collision Center LLC for Risk Mangement

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Service Contract between Williamson County and Rock Collision Center LLC. for repairs to thirty- seven (37) county vehicles damaged by hail with a not-to-exceed amount of $144,650.72 and authorizing the execution of the agreement.

Background

The approval of this contract will allow Rock Collison Center LLC. to service and repair future Williamson County vehicles that were damaged by hail. On the March 5, 2024 agenda, item #31 was approved in relation to vehicle repairs stemming from hail damage. The following line item numbers are based on the departmental vehicle repairs:

Constable #1 Vehicles 01-0100-0551-004541
Constable #2 Vehicles 01-0100-0552-004541
County Atty Vehicles 01-0100-0475-004541
EMS Vehicles 01-0100-0540-004541
SO Vehicles 01-0100-0560-004541
Juvenile Vehicles 01-0100-0576-004541

The budget was approved not exceed the amount of $144,650.72.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rock Collision Center Service Contract
Rate Sheet from Rock Collision
LIT
Form 1295 Rock Collision

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/01/2024 04:25 PM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:08 AM
Form Started By: Koren Shannon		Started On: 04/24/2024 03:51 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY MASTER SERVICE CONTRACT FOR HAIL DAMAGE REPAIR

(Rock Collision Center, LLC)

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes hail damage repair for various county vehicles as set forth in the solicitation documents for **24RFQ21 (Quote for Auto Hail Damage Repair)** (hereinafter "Service"), which is incorporated herein as if stated in full. Service Provider agrees to provide Services to County as requested through individual work orders ("Work Orders"). Work Orders shall include a description of the Services to be provided, compensation amount, and any other relevant details. All Work Orders shall refer and automatically incorporate the terms and conditions of this Contract.

Service Provider shall perform the Services with reasonable care, skill, and diligence in accordance with industry standards. Additionally, Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the Services. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

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

defined as the date by which all services and obligations shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before **September 30, 2024**, however this date may be amended at the sole discretion of the County. Upon successful completion of the Services, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate as set forth in the Service Provider's Responsive Documents to 24RFQ21 (Quote for Auto Hail Damage Repair).

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

IV.

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

V.

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

VI.

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

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

VII.

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

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

Contract include the following:

A. 24RFQ21 (Quote for Auto Hail Damage Repair); and
B. Service Provider's Responsive Documents to 24RFQ21.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

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

SERVICE PROVIDER:

Rock collision Center
Name of Service Provider

Jorge R
Authorized Signature

Jorge Rodriguez
Printed Name

Date: 4/11 ____, 2024

Address: 608 Leander RD.
Georgetown
TX 78626

[redacted]

[redacted]

Subject: rates

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from jorge@rockcollision.net. Learn why this is important

EXTERNAL email: Exercise caution when opening.

Body and paint $ 62 per hour
Frame $85 per hour
Paint & materials $ 42 per hour
Aluminum $ 125 per hour
Mechanic $ 125 per hour
We can offer you all this rates if you all decide to move forward with us .
Thanks

[redacted]

Commissioners Court - Regular Session **3.**

Meeting Date: 03/19/2024

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

On the March 5, 2024 agenda, item #31 was approved in relation to vehicle repairs stemming from hail damage. This transfer will move the monies as approved in order to initiate repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	$144,650.72
TO	0100-0551-004541	Const#1/Vehicle Maint & Repair	$4,500.00
TO	0100-0552-004541	Const#2/Vehicle Maint & Repair	$6,519.38
TO	0100-0475-004541	CtyAtty/Vehicle Maint & Repair	$2,782.33
TO	0100-0540-004541	EMS/Vehicle Maint & Repair	$16,895.20
TO	0100-0560-004541	SO/Vehicle Maint & Repair	$96,513.37
TO	0100-0576-004541	Juvenile/Vehicle Maint&Repair	$17,440.44

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/06/2024 12:23 PM
Form Started By: Ashlie Holladay		Started On: 03/06/2024 08:39 AM
Final Approval Date: 03/06/2024		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1145585

Date Filed:
04/11/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rock Collision Center
Georgetown, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024140
Hail Damage body repairs

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wilco	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jorge Rodriguez, and my date of birth is [redacted].

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

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

Executed in Williamson County, State of Texas, on the 12 day of April (month), 2024 (year).

Jorge R

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1145585

Date Filed:
04/11/2024

Date Acknowledged:
04/15/2024

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

Rock Collision Center
Georgetown, TX United States

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

Williamson County

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

2024140
Hail Damage body repairs

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wilco	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

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

Commissioners Court - Regular Session **42.**

Meeting Date: 05/07/2024

Award of IFB #24IFB40 County Road Seal Coat FY 24 Improvements to CK Newberry LLC 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 #24IFB40 County Road Seal Coat FY 24 Improvements to CK Newberry LLC in the not-to-exceed amount of $1,607,385.90 and authorize execution of the Agreement.

Background

Williamson County sent out seven thousand three hundred forty-seven (7,347) notifications with forty-two (42) document takers and received two (2) vendor submissions. The bids for the project have been reviewed and the apparent low bid, CK Newberry LLC 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 CK Newberry LLC. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Bid Tabulation

Bid Tabulation - All submittals

Form 1295 - CK Newberry LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 04:39 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:34 AM
Form Started By: Fernando Ramirez		Started On: 05/01/2024 09:29 AM
Final Approval Date: 05/02/2024		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **CK Newberry LLC** ("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 # 24IFB40 County Road Seal Coat FY 24 Improvements ; 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 seven thousand three hundred eighty-five dollars and ninety cents ($1,607,385.90) ,** 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 # 24IFB40 County Road Seal Coat FY 24 Improvements; 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: **35 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 40 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 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 by 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, Contract 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, it 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 polices. 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: CK NEWBERRY, LLC

By: Thomas Rena

Printed Name: Thomas Rena

Title: GM

Date: 4-25-24

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Thomas Rena
1538 CR 345
Kerens City TX 75118
_____
Phone 1-830-217-9256
Fax 1-830-217-9257

April 18, 2024

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

Subject: Recommendation for County Road Seal Coat FY 24 – Bid #24IFB40

The bids for the subject-referenced project have been reviewed, and the apparent low bid (CK Newberry LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. CK Newberry LLC - $1,607,385.90
2. D.I.J. Construction Inc. - $1,779,759.00

The Contractor's low base bid is $237,206.10 below the Engineer's Estimate, a cost decrease of 12.86%.

In addition to meeting the bid qualifications, CK Newberry LLC has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,607,385.90 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award CK Newberry LLC the contract for the County Road Seal Coat FY 24 Project.

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

Sincerely,

Matt Williams for JTE

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

Contractor Name:		CK NEWBERRY, LLC				
Bid Form **County Road Seal Coat FY 24** **Williamson County, Texas**						
ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	4,531	$ 125.00	$ 566,375.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	237,872	$ 3.30	$ 784,977.60
500	6001	MOBILIZATION	LS	1	$ 160,000.00	$ 160,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$ 5,000.00	$ 10,000.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	4,271	$ 0.50	$ 2,135.50
666	6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF	393	$ 1.00	$ 393.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	120	$ 17.00	$ 2,040.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	32,440	$ 0.25	$ 8,110.00
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	393	$ 0.60	$ 235.80
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	120	$ 2.00	$ 240.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	85,420	$ 0.25	$ 21,355.00
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	32,440	$ 0.40	$ 12,976.00
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	85,420	$ 0.40	$ 34,168.00
672	6009	REFL PAV MRKR TY II-A-A	EA	292	$ 15.00	$ 4,380.00
				Project Toal		$ 1,607,385.90

24IFB40 County Road Seal Coat FY 24 Improvements

Opened on: Wednesday, March 27, 2024

Supplier Name	Bid Amount
CK NEWBERRY LLC	$1,607,385.90
D.I.J. CONSTRUCTION INC	$1,779,759.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1149681

Date Filed:
04/22/2024

Date Acknowledged:
05/01/2024

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

CK Newberry, LLC
Karnes City, TX United States

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

Williamson County

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

24IFB40
WILLIAMSON COUNTY 2024 SEALCOAT

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1149681

Date Filed:
04/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CK Newberry, LLC
Karnes City, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24IFB40
WILLIAMSON COUNTY 2024 SEALCOAT

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

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

6 UNSWORN DECLARATION

My name is Thomas Pena, and my date of birth is [redacted].

My address is [redacted] (street), BEEVILLE (city), TX (state), 78102 (zip code), USA (country).

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

Executed in Karnes County, State of Texas, on the 29th day of April (month), 2024 (year).

Thomas Pena

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **43.**

Meeting Date: 05/07/2024

Award of RFSQ #24RFSQ13 for Williamson County Land Surveying Services to Diamond Surveying, Inc., for Road and Bridge

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Diamond Surveying, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

Background

Diamond Surveying, Inc. is recommended for award through RFSQ #24RFSQ13, which established a group of top ranked firms, to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road & Bridge Division projects and Williamson County Facility projects. Diamond Surveying, Inc. is being selected to provide on-call land surveying services. The funding Source is P588 - Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Surveying Services

Form 1295 Diamond Surveying Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 04:51 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:15 AM
Form Started By: Vickie Johnson		Started On: 04/30/2024 10:28 AM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **Diamond Surveying, Inc. ("Surveyor")**
ADDRESS: **116 Skyline Road, Georgetown, TX 78628**
PROJECT: **24RFSQ13 Land Surveying Services Road Bond On-Call ("Project")**

THIS CONTRACT FOR SURVEYING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

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

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Surveyor to perform one or more tasks of the Surveying Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Surveyor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Surveyor is expected to complete the Surveying Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Surveying Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Surveying Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Surveying Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Surveyor shall receive compensation for only actual fees and costs of the Surveying Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Surveying Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Surveying Services shall be an absolute condition of payment.

Surveyor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Surveying Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Surveyor shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Surveying Services performed. Surveyor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Surveyor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Surveyor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy;
however, the Surveyor's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Surveyor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Surveyor shall not

be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Surveyor 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 Surveyor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Shane Shafer, R.P.L.S.
Diamond Surveying, Inc.
116 Skyline Road
Georgetown, TX 78628

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such

individual for response or action. Actions, decisions or determinations by the Surveyor's Designated Representative on behalf of Surveyor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Surveying Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Surveying Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Surveying Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Surveying Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Surveying Services performed or costs incurred prior to the date authorized by County for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Surveying Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Surveying Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Surveying Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Surveying Work Products under this Contract Surveying Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Surveyor for the specific purpose intended, shall be at County's sole risk and without liability to Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

The parties shall mutually agree to an electronic format for Surveying Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Surveying Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Surveying Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project

Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Surveyor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE SURVEYOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Surveyor, as a consequence of failure by Surveyor to perform the Surveying Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- **E.** By satisfactory completion of all Surveying Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during

the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Surveyor with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

SURVEYOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER

ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its

directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Surveyor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Surveyor hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Surveyor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Surveyor, Surveyor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required

provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Surveyor's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Surveyor's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Surveyor hereunder.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Surveyor shall be borne solely by Surveyor, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Surveyor for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Surveyor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Surveyor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Surveyor reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Surveyor: **Shane Shafer, R.P.L.S.**
Diamond Surveying, Inc.
116 Skyline Road
Georgetown, TX 78628

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Surveyor shall be fully

responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Surveyor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Surveyor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Surveyor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Surveyor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

SURVEYOR

Diamond Surveying, Inc.

By____ ___

Printed Name: Shane Shafer

Title: President

Date: April 8, 2024

APPROVED
By Christen Eschberger at 10:53 am, Apr 25, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Surveyor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Diamond Surveying, Inc.
Name of Firm



Signature of Certifying Official

Shane Shafer
Printed Name of Certifying Official

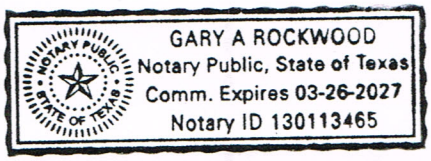
President
Title of Certifying Official

April 8, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Shane Shafer the President of Diamond Surveying, Inc.,on behalf of said firm.



Gary A Rockwood

Notary Public in and for the
State of Texas

My commission expires: 3/26/2027

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide land surveying services to develop On-Call (as requested) Projects in the Road Bond Program.

The Surveyor may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

<> *Diamond Surveying, Inc.*
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.E.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2024, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$170.00 per hour
Project Manager	$150.00 per hour
Project Surveyor	$115.00 per hour
Senior CADD Technician	$135.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$130.00 per hour
2-Man Field Party	$170.00 per hour
3-Man Field Party	$200.00 per hour

Notes:
Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Surveyor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Surveyor for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown,

Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal

reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not

obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees

10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1147093

Date Filed:
04/16/2024

Date Acknowledged:

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

Diamond Surveying, Inc.
Georgetown, TX United States

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

Williamson County, 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.

24RFSQ13
Surveying

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

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

6 UNSWORN DECLARATION

My name is Shane Shafer, and my date of birth is [redacted].

My address is [redacted].
(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 TX, on the 16TH day of APRIL, 2024.
(month) (year)

Shane Shafer

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1147093

Date Filed:
04/16/2024

Date Acknowledged:
04/29/2024

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

Diamond Surveying, Inc.
Georgetown, TX United States

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

Williamson County, 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.

24RFSQ13
Surveying

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **44.**

Meeting Date: 05/07/2024

Award of RFSQ #24RFSQ13 for Williamson County Land Surveying Services to Austin Survey Company LLC dba Inland Geodetics, for Williamson County Land Surveying Services for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Austin Survey Company LLC dba Inland Geodetics, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source is P588 - Road Bonds.

Background

Austin Survey Company LLC dba Inland Geodetics is recommended for award through RFSQ #24RFSQ13, which established a group of top ranked firms, to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road & Bridge Division projects and Williamson County Facility projects. Austin Survey Company LLC dba Inland Geodetics is being selected to provide on-call land surveying services. The funding Source is P588, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Inland Geodetics

Form 1295 Inland Geodetics

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 05:03 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:18 AM
Form Started By: Vickie Johnson		Started On: 04/30/2024 01:22 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: Austin Survey Company LLC dba Inland Geodetics **("Surveyor")**
ADDRESS: 1504 Chisholm Trail Rd. Ste. 103, Round Rock, TX 78681
PROJECT: 24RFSQ13 Land Surveying Services Road Bond On-Call **("Project")**

THIS CONTRACT FOR SURVEYING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

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

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Surveyor to perform one or more tasks of the Surveying Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Surveyor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Surveyor is expected to complete the Surveying Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Surveying Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Surveying Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Surveying Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Surveyor shall receive compensation for only actual fees and costs of the Surveying Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Surveying Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Surveying Services shall be an absolute condition of payment.

Surveyor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Surveying Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Surveyor shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Surveying Services performed. Surveyor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Surveyor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Surveyor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy;
however, the Surveyor's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Surveyor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Surveyor shall not

be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Surveyor 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 Surveyor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Inland Geodetics
Attn: Frank Rivera
1504 Chisholm Trail Rd. Ste. 103
Round Rock, TX 78681

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such

individual for response or action. Actions, decisions or determinations by the Surveyor's Designated Representative on behalf of Surveyor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Surveying Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Surveying Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Surveying Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Surveying Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Surveying Services performed or costs incurred prior to the date authorized by County for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Surveying Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Surveying Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Surveying Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Surveying Work Products under this Contract Surveying Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Surveyor for the specific purpose intended, shall be at County's sole risk and without liability to Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

The parties shall mutually agree to an electronic format for Surveying Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Surveying Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Surveying Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project

Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Surveyor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE SURVEYOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Surveyor, as a consequence of failure by Surveyor to perform the Surveying Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- **E.** By satisfactory completion of all Surveying Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during

the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Surveyor with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

SURVEYOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER

ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its

directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Surveyor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Surveyor hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Surveyor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Surveyor, Surveyor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required

provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Surveyor's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Surveyor's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Surveyor hereunder.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Surveyor shall be borne solely by Surveyor, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Surveyor for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Surveyor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Surveyor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Surveyor reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Surveyor: Inland Geodetics
Attn: Frank Rivera
1504 Chisholm Trail Rd. Ste. 103
Round Rock, TX 78681

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Surveyor shall be fully

responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Surveyor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Surveyor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Surveyor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Surveyor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

SURVEYOR

Austin Survey Company LLC dba Inland Geodetics

By _____

Printed Name: Francisco Rivera

Title: President

Date: April 12, 2024

APPROVED
By Christen Eschberger at 10:58 am, Apr 25, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Surveyor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

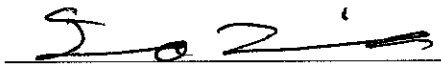
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Austin Survey Company LLC dba Inland Geodetics
Name of Firm



Signature of Certifying Official

Francisco Rivera
Printed Name of Certifying Official

President
Title of Certifying Official

April 12 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Francisco Rivera the President of Austin Survey Company LLC, on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: 03/31/27

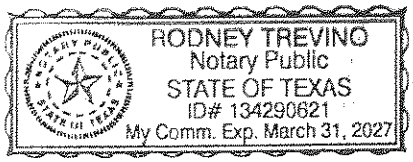


EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide land surveying services to develop On-Call (as requested) Projects in the Road Bond Program.

The Surveyor may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Project Manager	$	190.00
LSLS	$	200.00
RPLS	$	175.00
Sr. Survey Tech / SIT	$	130.00
Survey Tech	$	110.00
Field Coordinator	$	90.00
One (1) Person Field Crew	$	125.00
Two (2) Person Field Crew	$	205.00
Three (3) Person Field Crew	$	285.00
Four (4) Person Field Crew	$	365.00
Admin/Clerical	$	75.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Surveyor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Surveyor for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown,

Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal

reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not

obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees

10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

This page has been left blank intentionally.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146215

Date Filed:
04/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Austin Survey Company LLC dba Inland Geodetics
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Austin Survey Company LLC dba Inland Geodetics

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.
24RFSQ13
RFSQ Engineering Services for Williamson County 2023 Road Bond Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rivera, Francisco	Round Rock, TX United States	X	
Escobar, Miguel	Round Rock, TX United States	X	
Foshage, William	Boston, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Francisco Rivera, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (country).

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

Executed in Williamson County, State of TX, on the 12 day of April (month), 2024 (year).

Francisco Rivera

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146215

Date Filed:
04/12/2024

Date Acknowledged:
04/29/2024

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

Austin Survey Company LLC dba Inland Geodetics
Round Rock, TX United States

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

Austin Survey Company LLC dba Inland Geodetics

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.

24RFSQ13
RFSQ Engineering Services for Williamson County 2023 Road Bond Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rivera, Francisco	Round Rock, TX United States	X	
Escobar, Miguel	Round Rock, TX United States	X	
Foshage, William	Boston, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **45.**

Meeting Date: 05/07/2024

Award of RFSQ #24RFSQ13 for Williamson County Land Surveying Services to Landesign Services, Inc., for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding a contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Landesign Services, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source is P588 - Road Bonds.

Background

Landesign Services, Inc., is recommended for award through RFSQ #24RFSQ13, which established a group of top ranked firms, to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road & Bridge Division projects and Williamson County Facility projects. Landesign Services, Inc., is being selected to provide on-call land surveying services. The funding Source is P588 - Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Contract for Landesign Services INc

Form 1295 Landesign Services, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 05:05 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:20 AM
Form Started By: Vickie Johnson		Started On: 04/30/2024 02:49 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **Landesign Services, Inc.** **("Surveyor")**
ADDRESS: **10090 W State Highway 29**, Liberty Hill, TX 78642
PROJECT: **24RFSQ13 Land Surveying Services Road Bond On-Call** **("Project")**

THIS CONTRACT FOR SURVEYING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

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

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Surveyor to perform one or more tasks of the Surveying Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Surveyor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Surveyor is expected to complete the Surveying Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Surveying Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Surveying Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Surveying Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Surveyor shall receive compensation for only actual fees and costs of the Surveying Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Surveying Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Surveying Services shall be an absolute condition of payment.

Surveyor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Surveying Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Surveyor shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Surveying Services performed. Surveyor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Surveyor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Surveyor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy;
however, the Surveyor's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Surveyor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Surveyor shall not

be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Surveyor 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 Surveyor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Brandy Tabor, President_____
512-238-7901 ext. 800_____
b.tabor@Lsisurvey.com_____
10090 W State Highway 29, Liberty Hill, TX 78642

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such

individual for response or action. Actions, decisions or determinations by the Surveyor's Designated Representative on behalf of Surveyor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Surveying Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Surveying Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Surveying Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Surveying Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Surveying Services performed or costs incurred prior to the date authorized by County for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Surveying Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Surveying Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Surveying Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Surveying Work Products under this Contract Surveying Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Surveyor for the specific purpose intended, shall be at County's sole risk and without liability to Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

The parties shall mutually agree to an electronic format for Surveying Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Surveying Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Surveying Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project

Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Surveyor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE SURVEYOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Surveyor, as a consequence of failure by Surveyor to perform the Surveying Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- **E.** By satisfactory completion of all Surveying Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during

the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Surveyor with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

SURVEYOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER

ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its

directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Surveyor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Surveyor hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Surveyor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Surveyor, Surveyor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required

provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Surveyor's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Surveyor's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Surveyor hereunder.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Surveyor shall be borne solely by Surveyor, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Surveyor for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Surveyor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Surveyor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Surveyor reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

and to:

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

Surveyor: **Landesign Services, Inc.** ___
512-238-7901_____
b.tabor@Lsisurvey.com_____
10090 W State Highway 29, Liberty Hill, TX 78642

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Surveyor shall be fully

responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Surveyor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Surveyor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Surveyor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Surveyor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20____

SURVEYOR

Landesign Services, Inc. _____

By _____

Printed Name: Brandy Tabor_____

Title: President_____

Date: April 10, 2024_____

APPROVED
By Christen Eschberger at 10:55 am, Apr 25, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Surveyor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Landesign Services, Inc.
Name of Firm

Brandy Tabor
Signature of Certifying Official

Brandy Tabor
Printed Name of Certifying Official

President
Title of Certifying Official

April 10, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Brandy Tabor _____ the President of Landesign Services Inc.,on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: April 19, 2027

JOSEPH MANES
Notary ID #134315481
My Commission Expires
April 19, 2027

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide land surveying services to develop On-Call (as requested) Projects in the Road Bond Program.

The Surveyor may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Landesign Servies, Inc. 2024 RATE SCHEDULE

Expert Witness	$210.00 per hour
[redacted]	[redacted]
Project Manager – Registered Professional Land Surveyor	$180.00 per hour
Staff Surveyor – Registered Professional Land Surveyor	$140.00 per hour
Senior Survey Technician	$110.00 per hour
Survey Technician	$95.00 per hour
GIS Technician	$85.00 per hour
Abstractor	$75.00 per hour
Clerical	$75.00 per hour
Delivery	$50.00 per hour
Three Person Field Crew	$220.00 per hour
Two Person Field Crew	$185.00 per hour
One Person Field Crew	$140.00 per hour

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Surveyor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Surveyor for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown,

Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal

reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not

obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees

10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1144915

Date Filed:
04/10/2024

Date Acknowledged:

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

Landesign Services, Inc.
Liberty Hill, TX United States

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

Williamson County 2023 Road Bond Project

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.

24RFSQ13
Professional Land Surveying 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. [X]

6 UNSWORN DECLARATION

My name is Brandy Tabor, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (country).

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

Executed in Williamson County, State of Texas, on the 10th day of April (month), 2024 (year).

Brandy Tabor

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1144915

Date Filed:
04/10/2024

Date Acknowledged:
04/29/2024

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

Landesign Services, Inc.
Liberty Hill, TX United States

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

Williamson County 2023 Road Bond Project

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.

24RFSQ13
Professional Land Surveying 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. [X]

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **46.**

Meeting Date: 05/07/2024

Award of RFSQ #24RFSQ13 for Williamson County Land Surveying Services to McGray & McGray Land Surveyors, Inc. or Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFQ #24RFSQ13 to McGray & McGray Land Surveyors, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

Background

McGray & McGray Land Surveyors, Inc., is recommended for award through RFSQ #24RFSQ13, which established a group of top ranked firms, to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road & Bridge Division projects and Williamson County Facility projects. McGray & McGray Land Surveyors, Inc., is being selected to provide on-call land surveying services. The funding Source is P588 - Road Bond, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Contract for McGray & McGray

Form 1295 MCGRay & McGray Land Surveyors, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 05:06 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:21 AM
Form Started By: Vickie Johnson		Started On: 04/30/2024 03:02 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **McGray & McGray Land Surveyors, Inc.** **("Surveyor")**
ADDRESS: **3301 Hancock Drive, Suite 6, Austin, TX 78731**
PROJECT: **24RFSQ13 Land Surveying Services Road Bond On-Call** **("Project")**

THIS CONTRACT FOR SURVEYING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

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

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Surveyor to perform one or more tasks of the Surveying Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Surveyor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Surveyor is expected to complete the Surveying Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Surveying Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Surveying Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Surveying Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Surveyor shall receive compensation for only actual fees and costs of the Surveying Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Surveying Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Surveying Services shall be an absolute condition of payment.

Surveyor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Surveying Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Surveyor shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Surveying Services performed. Surveyor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Surveyor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Surveyor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy;
however, the Surveyor's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Surveyor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Surveyor shall not

be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Surveyor 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 Surveyor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Chris I. Conrad, RPLS, Vice President
McGray & McGray Land Surveyors, Inc.
3301 Hancock Drive, Suite 6
Austin, TX 78731

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such

individual for response or action. Actions, decisions or determinations by the Surveyor's Designated Representative on behalf of Surveyor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Surveying Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Surveying Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Surveying Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Surveying Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Surveying Services performed or costs incurred prior to the date authorized by County for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Surveying Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Surveying Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Surveying Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Surveying Work Products under this Contract Surveying Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Surveyor for the specific purpose intended, shall be at County's sole risk and without liability to Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

The parties shall mutually agree to an electronic format for Surveying Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Surveying Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Surveying Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project

Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Surveyor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE SURVEYOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Surveyor, as a consequence of failure by Surveyor to perform the Surveying Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- **E.** By satisfactory completion of all Surveying Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during

the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Surveyor with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

SURVEYOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER

ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its

directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Surveyor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Surveyor hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Surveyor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Surveyor, Surveyor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required

provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Surveyor's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Surveyor's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Surveyor hereunder.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Surveyor shall be borne solely by Surveyor, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Surveyor for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Surveyor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Surveyor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Surveyor reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Surveyor: Chris I. Conrad, RPLS, Vice President
McGray & McGray Land Surveyors, Inc.
3301 Hancock Drive, Suite 6
Austin, TX 78731

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Surveyor shall be fully

responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Surveyor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Surveyor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Surveyor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Surveyor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

SURVEYOR

McGray & McGray Land Surveyors, Inc.

By _____

Printed Name: Chris I. Conrad, RPLS

Title: Vice President

Date: _April 15, 2024

APPROVED
By Christen Eschberger at 11:06 am, Apr 25, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Surveyor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

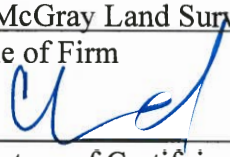
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

McGray & McGray Land Surveyors, Inc.
Name of Firm



Signature of Certifying Official

Chris I. Conrad, RPLS
Printed Name of Certifying Official

Vice President
Title of Certifying Official

April 15, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Travis County Texas the 15th of April 2024, on behalf of said firm.

KAREN L. RUPPERT
Notary Public, State of Texas
Comm. Expires 06-21-2025
Notary ID 129466282

Karen L Ruppert

Notary Public in and for the
State of Texas

My commission expires: 6-21-2025

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide land surveying services to develop On-Call (as requested) Projects in the Road Bond Program.

The Surveyor may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Surveyor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Surveyor for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

McGray & McGray Land Surveyors, Inc. 24RFSQ13 Land Surveying Services Road Bond On-Call	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
CONVENTIONAL FIELD CREW SERVICES:	
1 man reconnaissance or data gathering	$ 140.00 per hour
2 man survey crew, with vehicle and data collection	$ 190.00 per hour
3 man survey crew, with vehicle and data collection	$ 225.00 per hour
Fixed Wing Flight crew (Includes pilot and Sensor Operator)	$ 225.00 per hour
Helicopter Flight crew (Includes pilot and Sensor Operator)	$ 225.00 per hour
There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).	
OFFICE/PROFESSIONAL/TECHNICAL SERVICES:	
Project Manager	$ 201.50 per hour
GIS Technician - Senior	$ 107.17 per hour
GIS Technician	$ 87.32 per hour
Abstractor	$ 85.97 per hour
Surveyor (RPLS) Senior	$ 188.06 per hour
Surveyor (RPLS)	$ 166.57 per hour
Survey Technician (Surveyor-In-Training) - SIT	$ 115.53 per hour
Survey Technician	$ 95.38 per hour
Certified Photogrammetrist	$ 107.47 per hour
Aerial Mapping Technician	$ 94.03 per hour
Aerial Office Technician	$ 90.00 per hour
Aerial Processing Technician	$ 91.35 per hour
LiDAR Task Lead	$ 107.47 per hour
LiDAR Mapping Technician (Aerial)	$ 96.72 per hour
LiDAR Office Technician (Aerial)	$ 96.72 per hour
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 96.72 per hour
Mapping Editor (includes QA/QC, Finishing & Finalization)	$ 102.09 per hour
Orthophoto Specialist	$ 91.35 per hour
Survey Field Crew Coordinator	$ 91.35 per hour
Project Coordinator – Acquisition (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 107.47 per hour
Project Coordinator - (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 107.47 per hour
Administrative/ Clerical	$ 85.97 per hour
SPECIALIZED EQUIPMENT:	
ATV (All-Terrain Vehicle)	$ 85.00 per day
Additional Survey Vehicle	$ 100.00 per day

LiDAR Terrestrial Scanner	$ 100.00 per hour
UAV (Drone) Aerial Mapper	$ 5,000.00 per day
Mobile Mapper	$ 9,000.00 per day
Unusual equipment or additional service providers will be charged at cost.	

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown,

Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal

reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not

obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees

10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146566

Date Filed:
04/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
McGray & McGray Land Surveyors, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, 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.
24RFSQ13 Road Bond On-Call
Land Surveying Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Conrad, Christopher I.	Austin, TX United States	X	
McGray, Judith J.	Austin, TX United States	X	
Conrad, Ashley D.	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Christopher I. Conrad, and my date of birth is [redacted].

My address is [redacted]
(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 15 day of April (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146566

Date Filed:
04/15/2024

Date Acknowledged:
04/29/2024

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

McGray & McGray Land Surveyors, Inc.
Austin, TX United States

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

Williamson County, 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.

24RFSQ13 Road Bond On-Call
Land Surveying Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Conrad, Christopher I.	Austin, TX United States	X	
McGray, Judith J.	Austin, TX United States	X	
Conrad, Ashley D.	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 **47.**

Meeting Date: 05/07/2024

Award of RFSQ #24RFSQ13 for Williamson County Land Surveying Services to Surveying and Mapping, LLC, for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Surveying and Mapping, LLC in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

Background

Surveying and Mapping, LLC is recommended for award through RFSQ #24RFSQ13, which established a group of top ranked firms, to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road & Bridge Division projects and Williamson County Facility projects . Surveying and Mapping, LLC is being selected to provide on-call land surveying services. The funding Source is P588 - Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Contract SAM

Form 1295 Surveying and Mapping

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 05:11 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:23 AM
Form Started By: Vickie Johnson		Started On: 04/30/2024 03:07 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **Surveying And Mapping, LLC ("Surveyor")**
ADDRESS: **1501 Volta Drive, Suite 100, Cedar Park, TX 78641**
PROJECT: **24RFSQ13 Land Surveying Services Road Bond On-Call** **("Project")**

THIS CONTRACT FOR SURVEYING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

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

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Surveyor to perform one or more tasks of the Surveying Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Surveyor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Surveyor is expected to complete the Surveying Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Surveying Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Surveying Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Surveying Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Surveyor shall receive compensation for only actual fees and costs of the Surveying Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Surveying Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Surveying Services shall be an absolute condition of payment.

Surveyor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E.** Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Surveying Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Surveyor shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Surveying Services performed. Surveyor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Surveyor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Surveyor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy;
however, the Surveyor's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Surveyor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Surveyor shall not

be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Surveyor 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 Surveyor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Scott Brashear, RPLS
Surveying And Mapping, LLC
1501 Volta Drive, Suite 100
Cedar Park, TX 78641

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such

individual for response or action. Actions, decisions or determinations by the Surveyor's Designated Representative on behalf of Surveyor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Surveying Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Surveying Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Surveying Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Surveying Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Surveying Services performed or costs incurred prior to the date authorized by County for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Surveying Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Surveying Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Surveying Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Surveying Work Products under this Contract Surveying Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Surveyor for the specific purpose intended, shall be at County's sole risk and without liability to Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

The parties shall mutually agree to an electronic format for Surveying Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Surveying Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Surveying Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project

Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Surveyor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE SURVEYOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Surveyor, as a consequence of failure by Surveyor to perform the Surveying Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during

the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Surveyor with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

SURVEYOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER

ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its

directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Surveyor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Surveyor hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Surveyor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Surveyor, Surveyor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required

provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Surveyor's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Surveyor's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Surveyor hereunder.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Surveyor shall be borne solely by Surveyor, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Surveyor for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Surveyor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Surveyor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Surveyor reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Surveyor: Surveying And Mapping, LLC
Attn: Patrick A. Smith
4801 Southwest Parkway, Bldg. Two, Suite 100
Austin, TX 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Surveyor shall be fully

responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Surveyor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Surveyor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Surveyor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Surveyor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20____

SURVEYOR

Surveying And Mapping, LLC_

By _____

Printed Name: Patrick A. Smith_

Title: Principal/Executive VP_

Date: April 15, 2024_

APPROVED
By Christen Eschberger at 11:07 am, Apr 25, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Surveyor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Surveying And Mapping, LLC
Name of Firm



Signature of Certifying Official

Patrick A. Smith
Printed Name of Certifying Official

Principal/Executive VP
Title of Certifying Official

April 15, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Patrick A. Smith the Principal/Executive VP of Surveying And Mapping, LLC,on behalf of said firm.

MARIA LEONOR SPEER
Notary Public, State of Texas
Comm. Expires 09-07-2025
Notary ID 129045898

Notary Public in and for the
State of Texas

My commission expires: 09-07-2025

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide land surveying services to develop On-Call (as requested) Projects in the Road Bond Program.

The Surveyor may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Surveyor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Surveyor for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXIBIT D - RATE SCHEDULE
SAM - 24RFSQ13
On-Call Road Bond Surveying Services

PERSONNEL	
Principal/Department Manager	$ 300.00
Senior Project Manager	$ 250.00
Project Manager	$ 205.00
Staff Surveyor	$ 190.00
Phase Manager	$ 170.00
Project Coordinator	$ 150.00
Senior Survey Technician	$ 135.00
Survey Technician	$ 120.00
Project Specialist	$ 125.00
Administration / Clerical Support	$ 105.00
One (1) Person Survey Field Crew	$ 135.00
Two (2) Person Survey Field Crew	$ 185.00
Three (3) Person Survey Field Crew	$ 260.00
Field Coordinator	$ 140.00
Field Ops Manager	$ 195.00
Additional Rodperson, Chainperson or Flagperson	$ 80.00
Geospatial Director/Operations Manager	$ 360.00
Geospatial Senior Project Manager	$ 275.00
Geospatial Acquisition Manager	$ 240.00
Geospatial Project Manager	$ 210.00
Aircraft Pilot	$ 205.00
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$ 235.00
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$ 365.00
Photogrammetrist / Project Lead /sensor operator (Tech3)	$ 135.00
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	$ 120.00
LiDAR / Photogrammetry Technician (Tech1)	$ 105.00

EXIBIT D - RATE SCHEDULE
SAM - 24RFSQ13
On-Call Road Bond Surveying Services

DIRECT EXPENSES	
GPS Receiver	$10.00 per hour
ATV	$25.00 per hour
SX-10	$35.00 per hour
Primary Control Monuments	$90.00 each
Ground Target	$20.00 each
Digital Level	$5.00 per hour
Aluminum Boat	$15.00 per hour
VM810 Survey	$5.75 per hour
RD8100 Survey	$11.25 per hour
SPAR 300 Kit	$5.00 per hour
Weather Station	$6.00 per hour
Tier 1 HDS Scanner (BLK360 & Faro)	$33.00 per hour
Robotic Total Station S-7	$20.00 per hour
Robotic Total Station S-9	$20.00 per hour
Riegl VQ 1560I or 1560II LiDAR System	$1,300.00 per hour
Riegl VQ 480II or 780I LiDAR System	$1,000.00 per hour
Mobile Mapping System, includes 360° Camera System (Equipment Only)	$1,000.00 per hour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	$200.00 per hour
HDS Laser Scanner	$100.00 per hour
High Rail Equipped Vehicle	$10.00 per hour
Oblique HD Camera System	$30.00 per hour
Video Camera System – Manned Aircraft	$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	$100.00 per hour
Helicopter (Turbine Engine Powered)	$1,450.00 per hour
Helicopter (Reciprocal Engine Powered)	$850.00 per hour
Fixed Wing Twin Engine piston	$1,300.00 per hour
Fixed Wing Single Engine (piston)	$750.00 per hour
Fixed wing single engine turbine	$1,400.00 per hour
M600 or equivalent multirotor Unmanned Aerial System	$750.00 per hour
GPS Receiver (Unmanned)	$10.00 per hour
Geospatial Work Station	$15.00 per hour
Digital Imagery Processing	$32.00 each
Aerial Photography Flight Crew (Fixed Wing Aircraft)	$205.00 per hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$120.00 per hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$325.00 per hour
AP Transit Miles	$12.00 per mile
AP Project Flight Miles	$32.00 per mile
AP ABGPS Processing	$3,000.00 per project
FWAL Transit Miles	$12.00 per mile
FWAL Project Flight Miles	$32.00 per mile
B&W Processing (film, development, scanning)	$10.00 each
CIR Processing (film, development, scanning)	$10.00 each
Color Processing (Film, development, scanning)	$15.00 each
Digital Image Processing	$27.00 each

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown,

Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal

reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not

obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees

10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1144233

Date Filed:
04/09/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Surveying And Mapping, LLC
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24RFSQ11
RFSQ Engineering Services for Williamson County 2023 Road Bond Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SAM Holding Company II, Inc.	Austin, TX United States	X	
Shakir, Sam	Austin, TX United States	X	
Damikolas, Marc	Austin, TX United States	X	
Ball, Susan M.	Austin, TX United States	X	
Solomon, Christopher M.	Austin, TX United States	X	
Alter, David	Austin, TX United States	X	
Campbell, Jordan	Austin, TX United States	X	
Leichner III, Charles	Austin, TX United States	X	
Higgins, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Patrick A. Smith, RPLS, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state) [redacted] (zip code) [redacted] (country).

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

Executed in Travis County, State of Texas, on the 9 day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1144233

Date Filed:
04/09/2024

Date Acknowledged:
04/29/2024

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

Surveying And Mapping, LLC
Austin, TX United States

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

Williamson County

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

24RFSQ11
RFSQ Engineering Services for Williamson County 2023 Road Bond Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SAM Holding Company II, Inc.	Austin, TX United States	X	
Shakir, Sam	Austin, TX United States	X	
Damikolas, Marc	Austin, TX United States	X	
Ball, Susan M.	Austin, TX United States	X	
Solomon, Christopher M.	Austin, TX United States	X	
Alter, David	Austin, TX United States	X	
Campbell, Jordan	Austin, TX United States	X	
Leichner III, Charles	Austin, TX United States	X	
Higgins, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **48.**

Meeting Date: 05/07/2024

Award of RFSQ #24RFSQ13 for Williamson County Land Surveying Services to Survtex, LLC, for Road and Bridge Deprtment

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to Survtex, LLC in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bond.

Background

Survtex, LLC is recommended for award through RFSQ #24RFSQ13, which established a group of top ranked firms, to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road & Bridge Division projects and Williamson County Facility projects. Survtex, LLC is being selected to provide on-call land surveying services. The funding Source is P588 - Road Bond, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Contract Servtex

Form 1295 Survtex, LLC.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 05:15 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:24 AM
Form Started By: Vickie Johnson		Started On: 04/30/2024 03:15 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **SURVTEX, LLC_____ ("Surveyor")**
ADDRESS: **600 W. Whitestone Blvd., Cedar Park, TX 78613**
PROJECT: **24RFSQ13 Land Surveying Services Road Bond On-Call ("Project")**

THIS CONTRACT FOR SURVEYING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

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

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Surveyor to perform one or more tasks of the Surveying Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Surveyor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Surveyor is expected to complete the Surveying Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Surveying Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Surveying Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Surveying Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Surveyor shall receive compensation for only actual fees and costs of the Surveying Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Surveying Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Surveying Services shall be an absolute condition of payment.

Surveyor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Surveying Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Surveyor shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Surveying Services performed. Surveyor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Surveyor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Surveyor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy;
however, the Surveyor's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Surveyor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Surveyor shall not

be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Surveyor 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 Surveyor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Michaela McCown, President
600 W. Whitestone Blvd.
Cedar Park, TX 78613
micki.mccown@survtex.com, 512-249-8875

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such

individual for response or action. Actions, decisions or determinations by the Surveyor's Designated Representative on behalf of Surveyor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Surveying Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Surveying Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Surveying Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Surveying Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Surveying Services performed or costs incurred prior to the date authorized by County for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Surveying Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Surveying Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Surveying Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Surveying Work Products under this Contract Surveying Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Surveyor for the specific purpose intended, shall be at County's sole risk and without liability to Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

The parties shall mutually agree to an electronic format for Surveying Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Surveying Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Surveying Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project

Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Surveyor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE SURVEYOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Surveyor, as a consequence of failure by Surveyor to perform the Surveying Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- **E.** By satisfactory completion of all Surveying Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during

the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Surveyor with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

SURVEYOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER

ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its

directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Surveyor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Surveyor hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Surveyor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Surveyor, Surveyor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required

provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Surveyor's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Surveyor's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Surveyor hereunder.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Surveyor shall be borne solely by Surveyor, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Surveyor for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Surveyor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Surveyor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Surveyor reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Surveyor: **Michaela McCown, President**
600 W. Whitestone Blvd.,
Cedar Park, TX 78613
Micki.mccown@survtex.com, 512-249-8875

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Surveyor shall be fully

responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Surveyor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Surveyor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Surveyor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Surveyor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20____

SURVEYOR

SURVTEX, LLC

By _____

Printed Name: Michaela McCown

Title: President

Date: April 10, 2024

APPROVED
By Christen Eschberger at 10:54 am, Apr 25, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Surveyor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

SURVTEX, LLC
Name of Firm

Signature of Certifying Official

Michaela McCown
Printed Name of Certifying Official

President
Title of Certifying Official

April 10, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Michaela McCourt _____ the President of SURVTEX, LLC ,on behalf of said firm.

DAVID A JOHNSTON
Notary ID #128239520
My Commission Expires
April 12, 2026

Notary Public in and for the
State of Texas

My commission expires: April 12, 2026

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide land surveying services to develop On-Call (as requested) Projects in the Road Bond Program.

The Surveyor may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Surveyor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Surveyor for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

SURVTEX, LLC
Standard Rate Schedule

FIELD CREW SERVICES:

One (1) Person Field Crew *	$135.00 per hour
Two (2) Person Field Crew *	$185.00 per hour
Three (3) Person Field Crew *	$230.00 per hour
Additional Field Crew Member	$ 45.00 per hour
Additional Vehicle	$ 70.00 per day

* Crew Rates include one fully equipped survey vehicle

OFFICE PERSONNEL SERVICES:

Project Manager	$245.00 per hour
Staff Surveyor (RPLS)	$175.00 per hour
Surveyor In Training (SIT)	$125.00 per hour
Sr. Survey Technician	$105.00 per hour
Field Coordinator	$ 96.00 per hour
GIS Technician	$ 95.00 per hour
Survey Technician	$ 95.00 per hour
Draftsperson	$ 80.00 per hour
Abstractor	$ 80.00 per hour
Administrative Support	$ 70.00 per hour

600 W. Whitestone Blvd., Cedar Park, Texas 78613
(512) 249-8875
TBPELS Firm #10084600

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown,

Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal

reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not

obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees

10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1144807

Date Filed:
04/10/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SURVTEX, LLC
Cedar Park, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24RFSQ13 Road Bond
Land Surveying Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McCown, Michaela	Cedar Park, TX United States	X	
McCown, John	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michaela McCown, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (country).

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

Executed in Williamson County, State of Texas, on the 10th day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1144807

Date Filed:
04/10/2024

Date Acknowledged:
04/29/2024

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

SURVTEX, LLC
Cedar Park, TX United States

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

Williamson County

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

24RFSQ13 Road Bond
Land Surveying Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McCown, Michaela	Cedar Park, TX United States	X	
McCown, John	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **49.**

Meeting Date: 05/07/2024

Award of RFSQ #24RFSQ13 for Williamson County Land Surveying Services to SurvWest, LLC, for Road and Bridge

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Williamson County Land Surveying Services through RFSQ #24RFSQ13 to SurvWest, LLC in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

Background

SurvWest, LLC is recommended for award through RFSQ #24RFSQ13, which established a group of top ranked firms, to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road & Bridge Division projects and Williamson County Facility projects. SurvWest, LLC is being selected to provide on-call land surveying services. The funding Source is P588 - Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Contract SurvWest

Form 1295 SurvWest LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 05:02 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:26 AM
Form Started By: Vickie Johnson		Started On: 04/30/2024 03:20 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **SurvWest, LLC** **("Surveyor")**
ADDRESS: **800 Paloma Drive, Ste. 240, Round Rock, TX 78665**
PROJECT: **24RFSQ13 Land Surveying Services Road Bond On-Call** **("Project")**

THIS CONTRACT FOR SURVEYING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

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

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Surveyor to perform one or more tasks of the Surveying Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Surveyor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Surveyor is expected to complete the Surveying Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Surveying Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Surveying Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Surveying Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Surveyor shall receive compensation for only actual fees and costs of the Surveying Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Surveying Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Surveying Services shall be an absolute condition of payment.

Surveyor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Surveying Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Surveyor shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Surveying Services performed. Surveyor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Surveyor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Surveyor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy;
however, the Surveyor's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Surveyor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Surveyor shall not

be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Surveyor 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 Surveyor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Robert Glen Maloy
800 Paloma Drive, Ste. 240
Round Rock, TX 78665
817-771-4621
rmaloy@survwest.com

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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,

Designated Representative on behalf of Surveyor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Surveying Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Surveying Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Surveying Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Surveying Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Surveying Services performed or costs incurred prior to the date authorized by County for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Surveying Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Surveying Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Surveying Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Surveying Work Products under this Contract Surveying Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Surveyor for the specific purpose intended, shall be at County's sole risk and without liability to Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

The parties shall mutually agree to an electronic format for Surveying Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Surveying Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Surveying Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project

Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Surveyor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE SURVEYOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Surveyor, as a consequence of failure by Surveyor to perform the Surveying Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- **E.** By satisfactory completion of all Surveying Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during

the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Surveyor with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

SURVEYOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER

ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its

directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Surveyor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Surveyor hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Surveyor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Surveyor, Surveyor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required

provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Surveyor's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Surveyor's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Surveyor hereunder.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Surveyor shall be borne solely by Surveyor, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Surveyor for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Surveyor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Surveyor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Surveyor reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Surveyor: SurvWest, LLC
800 Paloma Drive, Ste. 240
Round Rock, TX 78665

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Surveyor shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Surveyor's standard of performance as defined herein.

Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Surveyor

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Surveyor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Surveyor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Surveyor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide land surveying services to develop On-Call (as requested) Projects in the Road Bond Program.

The Surveyor may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

its duly authorized County Judge, as has Surveyor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20____

SURVEYOR

_SurvWest, LLC_____

By _____

Printed Name: _Robert Maloy_____

Title: _VP/Director of Survey_____

Date: _April 11, 2024___

APPROVED
By Christen Eschberger at 10:56 am, Apr 25, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Surveyor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

SurvWest, LLC
Name of Firm

Signature of Certifying Official

Dylan Barr
Printed Name of Certifying Official

COO
Title of Certifying Official

April 11, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Dylan M. Barr the CEO of Surv West LLC, on behalf of said firm.

Alma Aguilar
Notary Public in and for the
State of Texas

ALMA AGUILAR
Notary Public, State of Texas
Comm. Expires 07-25-2026
Notary ID 133874486

My commission expires: July 25, 2026

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

	Survey Division Manager	**$266.00**	**HR**
	Survey Director	**$235.00**	**HR**
	Survey Project Manager IV	**$221.00**	**HR**
	Survey Project Manager III	**$211.00**	**HR**
	Survey Project Manager II	**$196.00**	**HR**
	Survey Project Manager I	**$183.00**	**HR**
	Surveyor II	**$168.00**	**HR**
	Surveyor I	**$158.00**	**HR**
	CAD Manager	**$171.00**	**HR**
	Senior CAD Technician	**$155.00**	**HR**
	CAD Technician IV	**$135.00**	**HR**
	CAD Technician III	**$130.00**	**HR**
	CAD Technician II	**$123.00**	**HR**
	CAD Technician I	**$110.00**	**HR**
	Survey Field Technician	**$96.00**	**HR**
	2-Person Survey Crew	**$221.00**	**HR**
	1-Person Survey Crew	**$136.00**	**HR**
	Survey Crew Travel Rate (Transit Time)	**$101.00**	
	Abstractor	**$122.00**	**HR**
	Administrative Assistant	**$99.00**	**HR**
	DIRECT EXPENSES		
	LiDAR Equipment (UAS, Drone, etc) DAY	**155**	**DAY**
	Mobile/Terrestial Laser Scanner (Ground or Vehicle Mounted) DAY	**105**	**DAY**
	Mobilization for LiDAR Mobile mapping System (travel to project) (includes vehicle)	**10**	**per mile**
	Fixed Wing Airborne Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles)	**65**	**per mile**

	RTK Base Radio	**30**	**hour**
	GPS Receiver Rate	**30**	**hour**
	Helicopter Equipment Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles)	**65**	**per mile**
	Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use) (scanner owned by provider)	**125**	**hour**
	Type II ROW/Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch- depth (includes equipment, materials, & rentals). Marker supplied by TxDOT	**100**	**each**
	Type II ROW/Control Monument - Poured 2-3 Feet (includes equipment, materials, & rentals). Marker supplied by TxDOT	**300**	**each**
	Terrestrial Photogrammetry Camera	**125**	**hour**
	Airborne GPS/IMU Data collection/Processing	**2500**	**per project**
	Datum Point Rod Setting (3/4-inch aluminum rod driven to refusal, TxDOT Survey Manual Fig. C-7)	**375**	**each**
	Fathometer	**90**	**day**
	Ground Target (includes paint and panel material)	**30**	**each**
	Hydrographic Sonar Equipment	**500**	**day**
	Photo Lab Service - Black and White Processing (film, development, scanning)	**20**	**per frame**
	Photo Lab Service - Color Infrared Processing (film, development, scanning)	**28**	**per frame**
	Photo Lab Service - Color Processing (film, development, scanning)	**30**	**per frame**
	Photo Lab Service - Digital image processing	**28**	**per frame**
	Photo Lab Service - Enlargements, Lamination, Mounting	**8**	**per sq. ft.**
	Portable LiDAR System (Backpack Mounted)	**1750**	**day**
	Certified Deed Copies	**2.65**	**sheet**
	Deed Copies	**2**	**sheet**
	Reprographics	**5**	**per sq. ft.**
	T-Posts (Materials only)	**5**	**each**
	Delineator Posts (Materials only)	**25**	**each**
	Terrestrial Laser Scanner (rental rates applied to actual time scanner unit is in use)	**120**	**hour**
	Mobilization for Aerial Imagery/LiDAR Fixed Wing Aircraft (Includes aircraft, pilot, sensor/LiDAR operator, fuel and transportation cost)	**25000**	**per project**
	Mobilization for Helicopter Aerial Imagery/LiDAR (Includes helicopter, pilot, sensor/LiDAR operator, fuel and transportation cost)	**25000**	**per project**

	Mobilization for Unmanned Aerial System (travel to project) (includes vehicle)	**7500**	**per project**
	Railroad - Insurance in addition to STD Minimum Required (Minimum Coverage of $1 Million required by RR)	**2500**	**each**
	Railroad - Permit	**4500**	**each**
	Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes Classroom training and employee certification card.)	**525**	**per person**
	Railroad - Value Maps	**$75.00**	**per sheet**
	Railroad Flagger (Service provided by RR)	**$1,600.00**	**per day**
	Railroad Research (Provided by the Railroad)	**$15.00**	**per page**

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Surveyor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Surveyor for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown,

Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal

reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not

obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees

10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1145105

Date Filed:
04/10/2024

Date Acknowledged:

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

SurvWest, LLC
Round Rock, TX United States

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

Williamson County

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.

24RFSQ11
Surveying Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Barr, Mathew	Aurora, CO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dylan Barr, and my date of birth is [redacted].

My address is [redacted].
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 10 day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1145105

Date Filed:
04/10/2024

Date Acknowledged:
04/29/2024

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

SurvWest, LLC
Round Rock, TX United States

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

Williamson County

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.

24RFSQ11
Surveying Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Barr, Mathew	Aurora, CO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **50.**

Meeting Date: 05/07/2024

Award of RFSQ #24RFSQ16 for Williamson County Environmental Services to SWCA, Incorporated, dba SWCA Environmental Consultants, for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Williamson County Environmental Services through RFSQ #24RFSQ16 to SWCA, Incorporated, dba SWCA Environmental Consultants in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bond.

Background

SWCA, Incorporated, dba SWCA Environmental Consultants is recommended for award through RFSQ #24RFSQ16, which established a group of top ranked firms, to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road & Bridge Division projects and Williamson County Facility projects. SWCA, Incorporated, dba SWCA Environmental Consultants is being selected to provide on-call environmental services. The funding Source is P588 - Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Contract SWCA

Form 1295 SWCA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 04:57 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:28 AM
Form Started By: Vickie Johnson		Started On: 04/30/2024 03:26 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENVIRONMENTAL SERVICES

FIRM: **SWCA, Incorporated, dba SWCA Environmental Consultants_ ("Firm")**
ADDRESS: **20 Thomas Road, Suite 1700, Phoenix, AZ 85012**
PROJECT: **24RFSQ16 Environmental Services Road Bond On-Call_____ ("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENVIRONMENTAL SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Firm, and such Contract is for the purpose of contracting for professional Environmental Services.

RECITALS:

WHEREAS, V.T.C.A., Local Government Code §262.024(a)(4) sets forth that a contract for the purchase of a professional service is exempt from the requirement established by Local Government Code Section 262.023 (Competitive Requirements for Certain Purchases) if the commissioners court by order grants the exemption; and

WHEREAS, in addition to the Williamson County Commissioners Court exempting the Environmental Services subject of this Contract as professional services in accordance with Local Government Code §262.024(a)(4), County conducted a Request for Qualifications process requesting that environmental services firms submit and demonstrate such firm's competence and qualifications in relation to the Environmental Services subject of this Contract;

WHEREAS, Firm submitted its qualifications in response to County's Requests for Qualifications and County selected Firm to be included on the County's approved list of prequalified environmental services firms;

WHEREAS, County and Firm now desire to contract for such professional Environmental Services; and

WHEREAS, County and Firm wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Firm warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Firm, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or Firm any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover,

the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Firm must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Firm covenants and represents that Firm and its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENVIRONMENTAL SERVICES

Firm shall perform Environmental Services as identified in **Exhibit B** entitled "Environmental Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Firm to perform one or more tasks of the Environmental Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Firm of all Environmental Services and a fee amount agreed upon by the County and Firm. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Firm shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Environmental Services take longer than shown on the Work Authorization, through no fault of Firm, Firm may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Firm is expected to complete the Environmental Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Firm does not perform the Environmental Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long

as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Environmental Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Environmental Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Firm shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Environmental Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization.

B. Work Authorizations. Firm acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Environmental Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Firm shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Environmental Services required under this Contract in a professional manner.

C. Commencement of Environmental Services. After execution of this Contract, Firm shall not proceed with Environmental Services until Firm has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Firm agrees to accept up to the amount shown below as full compensation for the Environmental Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Environmental Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Environmental Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Environmental Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Firm shall receive compensation for only actual fees and costs of the Environmental Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Environmental Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Firm shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Environmental Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Environmental Services shall be an absolute condition of payment.

Firm shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Firm without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Firm shall be made while Environmental Services are in progress. Firm shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Environmental Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Firm shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract.

For Additional Environmental Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Environmental Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Environmental Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**,

County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Environmental Services performed. Firm has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Firm of the responsibility of correcting any errors and/or omissions resulting from its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Firm will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Firm may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Firm's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Firm's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF ENVIRONMENTAL SERVICES

The Firm shall not proceed with any task of the Environmental Services until Firm has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to, to proceed with the applicable Environmental Services. The County shall not be responsible for work performed or costs incurred by Firm related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Firm shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Firm 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 Firm in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Stephen Van Kampen-Lewis
SWCA, Incorporated

4407 Monterey Oaks, Blvd., Bldg.1, Ste. 110
Austin, TX 78749

Firm shall have the right, from time to time, to change the Firm'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 Firm under this Contract, the Firm's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Firm's Designated Representative on behalf of Firm shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Firm's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Firm's Designated Representative shall be binding on Firm. Firm's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Firm.

ARTICLE 10
PROGRESS EVALUATION

Firm shall, from time to time during the progress of the Environmental Services, confer with County at County's election. Firm shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Environmental Services. At the request of County or Firm, conferences shall be provided at Firm's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Environmental Services. County may, from time to time, require Firm to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Environmental Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Firm to determine corrective action required.

Firm shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Environmental Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Environmental Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization

related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Environmental Services, but not to terminate this Contract, then such suspension may be effected by County giving Firm thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Environmental Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Environmental Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Firm shall have the option of terminating this Contract and, in the event, Firm shall be compensated for all Environmental Services performed and reimbursable expenses incurred, provided such Environmental Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Environmental Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Environmental Services performed or costs incurred prior to the date authorized by County for Firm to begin Environmental Services, and/or during periods when Environmental Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENVIRONMENTAL SERVICES

If Firm forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Environmental Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Environmental Services, County shall so advise Firm and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Environmental Services must be set forth in such Contract Amendment. Firm shall not perform any proposed Additional Environmental Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Environmental Services, a written Work Authorization, which sets forth the Additional Environmental Services to be performed, must be executed by the parties. County shall not be responsible for actions by Firm nor for any costs incurred by Firm relating to Additional Environmental Services not directly associated with the performance of the Environmental Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENVIRONMENTAL SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Environmental Services or parts thereof which involve changes to the original Environmental Services or character of Environmental Services under this Contract, then Firm shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Environmental Services and paid for as specified under Article 12.

Firm shall make revisions to Environmental Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Environmental Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Environmental Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Work Products") prepared by Firm and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Work Products under this Contract shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Firm for the specific purpose intended, shall be at County's sole risk and without liability to Firm.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Firm hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Work Products developed under this Contract. Copies may be retained by Firm. Firm shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Firm or anyone connected with Firm, including agents, employees, Firms or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Firm without cost to County.

Upon execution of this Contract, Firm grants to County permission to reproduce Firm's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Firm shall obtain similar permission from Firm's subcontractors/subconsultants consistent with this Contract. If and upon the date Firm is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Firm. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Work Products shall be at County's sole risk and without liability to Firm and its Firms.

The parties shall mutually agree to an electronic format for Environmental Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Environmental Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Environmental Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Firm shall have no liability for changes made to the Work Products by other Firms subsequent to the completion of the Project. Any such change shall be sealed by the Firm making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Firm shall furnish and maintain, at its own expense, quarters for the performance of all Environmental Services, and adequate and sufficient personnel and equipment to perform the Environmental Services as required. All employees of Firm shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Firm who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Environmental Services shall immediately be removed from association with the Project when so instructed by County. Firm certifies that it presently has adequate qualified personnel in its employment for performance of the Environmental Services required under this Contract, or will obtain such personnel from sources other than County. Firm may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Firm shall not assign, subcontract or transfer any portion of the Environmental Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Firm of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENVIRONMENTAL SERVICES

Firm's Environmental Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All documents shall be submitted by Firm on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Environmental Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Firm in writing within such thirty (30) day period if such Environmental Services have been found to be incomplete. If the submission is Complete, County shall notify Firm and County's technical review process will begin.

If the submission is not Complete, County shall notify Firm, who shall perform such professional services as are required to complete the Environmental Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Environmental Services for compliance with this Contract. If necessary, the completed Environmental Services shall be returned to Firm, who shall perform any required Environmental Services and resubmit it to County. This process shall be repeated until the Environmental Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Firm shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Environmental Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Firm shall, without additional compensation, perform any work required as a result of Firm's development of the work which is found to be in error or omission due to Firm's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Environmental Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Firm's Environmental Services as Complete, Accepted, or having attained Final Approved

under this Contract, the decision of the County shall be final and binding on Firm, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Firm. FIRM'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE FIRM BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE FIRM'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENVIRONMENTAL SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Firm shall be grounds for termination of this Contract, and any increased costs arising from Firm's default, breach of contract, or violation of contract terms shall be paid by Firm.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Firm, as a consequence of failure by Firm to perform the Environmental Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Firm, upon not less than thirty (30) days' written notice to Firm.
- **E.** By satisfactory completion of all Environmental Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Firm. In determining the value of the Environmental Services performed by Firm prior to termination, County shall be the sole judge. Compensation for Environmental Services at termination will be based on a percentage of the Environmental Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Firm defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Firm, then County shall give consideration to the actual costs incurred by

Firm in performing the Environmental Services to the date of default, the amount of Environmental Services required which was satisfactorily completed to date of default, the value of the Environmental Services which are usable to County, the cost to County of employing another firm to complete the Environmental Services required and the time required to do so, and other factors which affect the value to County of the Environmental Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Firm to fulfill its contractual obligations, then County may take over the Project and prosecute the Environmental Services to completion. In such case, Firm shall be liable to County for any additional and reasonable costs incurred by County.

Firm shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Firm in support of the Environmental Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Firm shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Firm shall furnish County with satisfactory proof of its compliance.

Firm shall further obtain all permits and licenses required in the performance of the Environmental Services contracted for herein.

B. Taxes. Firm will pay all taxes, if any, required by law arising by virtue of the Environmental Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Firm with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

FIRM AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY FIRM, FIRM'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH FIRM INCLUDING, WITHOUT LIMITATION, FIRM'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH FIRM EXERCISES CONTROL.

FIRM FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM FIRM'S FAILURE TO PAY FIRM'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY FIRM.

FIRM FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY FIRM IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT FIRM'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM FIRM IS NOT LEGALLY LIABLE, FIRM'S OBLIGATIONS SHALL BE IN PROPORTION TO FIRM'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH FIRM EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN FIRM IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. FIRM SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT FIRM, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH FIRM EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR

SUPPLIERS, OR OTHER ENTITIES OVER WHICH FIRM EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
FIRM'S RESPONSIBILITIES

Firm shall be responsible for the accuracy of its Environmental Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Firm's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions of Article 33. Firm shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
FIRM'S SEAL

To the extent required by an any applicable laws, acts, rules or regulations pertaining to the types of professional services to be provided by Firm under this Contract, the Firm shall sign, seal and date all appropriate submissions to County.

ARTICLE 25
INSURANCE

Firm must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Firm, at Firm's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors,

officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000in the Firm's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Firm shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Firm shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Firm hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Firm shall furnish County with a certification of coverage issued by the insurer. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Firm shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Firm, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Firm, Firm shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Firm's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Firm's

subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Firm hereunder.

Firm shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Firm must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Firm shall be borne solely by Firm, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Firm for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Firm may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
FIRM'S ACCOUNTING RECORDS

Firm agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Environmental Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Firm agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Firm which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Firm further agrees that County shall have access during normal working hours to all necessary Firm facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Firm reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Firm: Stephen Van Kampen-Lewis
SWCA, Incorporated
4407 Monterey Oaks Blvd., Bldg.1, Ste. 110
Austin, TX 78749

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Firm understands and agrees that time is of the essence and that any failure of Firm to complete the Environmental Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Firm shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Contract and the Firm's standard of performance as defined herein. Where damage is caused to County due to Firm's negligent failure to perform County may accordingly withhold, to the extent of such damage, Firm's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Firm shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional, consulting and related services performed or furnished by Firm and its employees under this Contract will be the care and skill ordinarily used by members of Firm's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Firm are made on the basis of information available to Firm and on the basis of Firm's experience and qualifications and represents its judgment as an experienced and qualified professional Firm. However, since Firm has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Firm does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Firm prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Firm 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 Firm), whether or not it results from or involves any action or failure to act by the Firm or any employee or agent of the Firm and which arises in any manner from the performance of this Contract, the Firm 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 Firm shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Firm, 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 Firm's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Firm shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Firm, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Firm shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Firm, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Firm shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Firm for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Firm of the Firm's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Firm shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Firm shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Firm's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Firm under the contract until the Firm complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Firm shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Firm shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Firm may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Firm may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Firm hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Firm, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT

PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

FIRM

SWCA, Incorporated

By _____

Printed Name: Kevin A. Miller

Title: Vice President

Date: April 12, 2024

APPROVED
By Christen Eschberger at 11:00 am, Apr 25, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Environmental Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

SWCA, Incorporated
Name of Firm

Signature of Certifying Official

Kevin A Miller
Printed Name of Certifying Official

Vice President
Title of Certifying Official

April 12, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Kevin A. Miller _____ the Vice President of SWCA, Incorporated, on behalf of said firm.



Kendall Duncan
Notary Public in and for the
State of Texas

My commission expires: 17 February 2028

EXHIBIT B

ENVIRONMENTAL SERVICES

General Work Description: Provide Environmental Services on Road Bond projects in Williamson County.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – REGIONAL HABITAT CONSERVATION PLAND AND/OR BIOLOGICAL ASSESSMENTS

TASK 3 – HABITAT ASSESSMENTS AND THREATENED AND ENDANGERED SPECIES ASSESSMENTS FOR LISTED SPECIES WITHIN WILLIAMSON COUNTY

TASK 4 – GEOLOGICAL ASSESSMENTS

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Firm").

Part1. The Firm will provide the following Environmental Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Firm for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Environmental Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Firm understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Firm that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

EXECUTED this ____ day of _____, 20___.

FIRM:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Firm may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Firm for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1^{st}) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

2024 LABOR CATEGORIES AND BILLING RATES

Environmental Consulting Services

Cultural Resources
Environmental Resources
Paleontology
Scientific Resources
Planning Resources
Graphics/Media Production
GIS/CADD Resources
Technical Writing/Editing
Training/Facilitating
Air Quality

Subject Matter Expert IV	$293.00	Specialist VIII	$158.00
Subject Matter Expert III	$268.00	Specialist VII	$147.00
Subject Matter Expert II	$242.00	Specialist VI	$137.00
Subject Matter Expert I	$230.00	Specialist V	$123.00
Specialist XII	$226.00	Specialist IV	$114.00
Specialist XI	$207.00	Specialist III	$104.00
Specialist X	$189.00	Specialist II	$91.00
Specialist IX	$169.00	Specialist I	$77.00

Engineering and Special Services (Tier 1)

Subject Matter Expert IV	$305.00	Specialist X	$207.00
Subject Matter Expert III	$278.00	Specialist IX	$189.00
Subject Matter Expert II	$252.00	Specialist VIII	$169.00
Subject Matter Expert I	$242.00	Specialist VII	$158.00
Specialist XII	$242.00	Specialist VI	$147.00
Specialist XI	$226.00	Specialist V	$137.00
		Specialist IV	$123.00

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be

outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be

reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for

reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146109

Date Filed:
04/12/2024

Date Acknowledged:

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

SWCA, Incorporated
Austin, TX United States

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

Willamson 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.

24RFSQ16
Environmental Consulting 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. [X]

6 UNSWORN DECLARATION

My name is Matthew McMillan, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (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 12th day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146109

Date Filed:
04/12/2024

Date Acknowledged:
04/29/2024

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

SWCA, Incorporated
Austin, TX United States

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

Willamson 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.

24RFSQ16
Environmental Consulting 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. [X]

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **51.**

Meeting Date: 05/07/2024

Award of RFSQ#24RFSQ16 for Williamson County Environmental Services to Kemble White IV dba Cambrian Environmental, for Road and Bridge

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Williamson County Environmental Services through RFSQ #24RFSQ16 to Kemble White IV dba Cambrian Environmental in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source P588 - Road Bonds.

Background

Kemble White IV dba Cambrian Environmental is recommended for award through RFSQ #24RFSQ16, which established a group of top ranked firms, to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road & Bridge Division projects and Williamson County Facility projects. Kemble White IV dba Cambrian Environmental is being selected to provide on-call environmental services. The funding Source is P588 - Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Contract Cambrian

Form 1295 Cambrian

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/02/2024 04:55 AM
County Judge Exec Asst.	Becky Pruitt	05/02/2024 08:29 AM
Form Started By: Vickie Johnson		Started On: 04/30/2024 03:36 PM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENVIRONMENTAL SERVICES

FIRM: **Kemble White IV dba Cambrian Environmental** **("Firm")**
ADDRESS: 4422 Packsaddle Pass, Suite 204 Austin, TX 78745
PROJECT: **24RFSQ16 Environmental Services Road Bond On-Call** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENVIRONMENTAL SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Firm, and such Contract is for the purpose of contracting for professional Environmental Services.

RECITALS:

WHEREAS, V.T.C.A., Local Government Code §262.024(a)(4) sets forth that a contract for the purchase of a professional service is exempt from the requirement established by Local Government Code Section 262.023 (Competitive Requirements for Certain Purchases) if the commissioners court by order grants the exemption; and

WHEREAS, in addition to the Williamson County Commissioners Court exempting the Environmental Services subject of this Contract as professional services in accordance with Local Government Code §262.024(a)(4), County conducted a Request for Qualifications process requesting that environmental services firms submit and demonstrate such firm's competence and qualifications in relation to the Environmental Services subject of this Contract;

WHEREAS, Firm submitted its qualifications in response to County's Requests for Qualifications and County selected Firm to be included on the County's approved list of prequalified environmental services firms;

WHEREAS, County and Firm now desire to contract for such professional Environmental Services; and

WHEREAS, County and Firm wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Firm warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Firm, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or Firm any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover,

the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Firm must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Firm covenants and represents that Firm and its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENVIRONMENTAL SERVICES

Firm shall perform Environmental Services as identified in **Exhibit B** entitled "Environmental Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Firm to perform one or more tasks of the Environmental Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Firm of all Environmental Services and a fee amount agreed upon by the County and Firm. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Firm shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Environmental Services take longer than shown on the Work Authorization, through no fault of Firm, Firm may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Firm is expected to complete the Environmental Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Firm does not perform the Environmental Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long

as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Environmental Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Environmental Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Firm shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Environmental Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization.

B. Work Authorizations. Firm acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Environmental Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Firm shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Environmental Services required under this Contract in a professional manner.

C. Commencement of Environmental Services. After execution of this Contract, Firm shall not proceed with Environmental Services until Firm has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Firm agrees to accept up to the amount shown below as full compensation for the Environmental Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Environmental Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Environmental Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Environmental Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Firm shall receive compensation for only actual fees and costs of the Environmental Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Environmental Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Firm shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Environmental Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Environmental Services shall be an absolute condition of payment.

Firm shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Firm without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Firm shall be made while Environmental Services are in progress. Firm shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Environmental Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Firm shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract.

For Additional Environmental Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Environmental Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Environmental Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**,

County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Environmental Services performed. Firm has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Firm of the responsibility of correcting any errors and/or omissions resulting from its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Firm will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Firm may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Firm's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Firm's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF ENVIRONMENTAL SERVICES

The Firm shall not proceed with any task of the Environmental Services until Firm has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to, to proceed with the applicable Environmental Services. The County shall not be responsible for work performed or costs incurred by Firm related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Firm shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Firm 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 Firm in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Kemble White
4422 Packsaddle Pass, Suite 204

Austin, TX 78745

Firm shall have the right, from time to time, to change the Firm'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 Firm under this Contract, the Firm's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Firm's Designated Representative on behalf of Firm shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Firm's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Firm's Designated Representative shall be binding on Firm. Firm's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Firm.

ARTICLE 10
PROGRESS EVALUATION

Firm shall, from time to time during the progress of the Environmental Services, confer with County at County's election. Firm shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Environmental Services. At the request of County or Firm, conferences shall be provided at Firm's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Environmental Services. County may, from time to time, require Firm to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Environmental Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Firm to determine corrective action required.

Firm shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Environmental Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Environmental Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization

related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Environmental Services, but not to terminate this Contract, then such suspension may be effected by County giving Firm thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Environmental Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Environmental Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Firm shall have the option of terminating this Contract and, in the event, Firm shall be compensated for all Environmental Services performed and reimbursable expenses incurred, provided such Environmental Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Environmental Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Environmental Services performed or costs incurred prior to the date authorized by County for Firm to begin Environmental Services, and/or during periods when Environmental Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENVIRONMENTAL SERVICES

If Firm forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Environmental Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Environmental Services, County shall so advise Firm and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Environmental Services must be set forth in such Contract Amendment. Firm shall not perform any proposed Additional Environmental Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Environmental Services, a written Work Authorization, which sets forth the Additional Environmental Services to be performed, must be executed by the parties. County shall not be responsible for actions by Firm nor for any costs incurred by Firm relating to Additional Environmental Services not directly associated with the performance of the Environmental Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENVIRONMENTAL SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Environmental Services or parts thereof which involve changes to the original Environmental Services or character of Environmental Services under this Contract, then Firm shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Environmental Services and paid for as specified under Article 12.

Firm shall make revisions to Environmental Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Environmental Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Environmental Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Work Products") prepared by Firm and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Work Products under this Contract shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Firm for the specific purpose intended, shall be at County's sole risk and without liability to Firm.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Firm hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Work Products developed under this Contract. Copies may be retained by Firm. Firm shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Firm or anyone connected with Firm, including agents, employees, Firms or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Firm without cost to County.

Upon execution of this Contract, Firm grants to County permission to reproduce Firm's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Firm shall obtain similar permission from Firm's subcontractors/subconsultants consistent with this Contract. If and upon the date Firm is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Firm. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Work Products shall be at County's sole risk and without liability to Firm and its Firms.

The parties shall mutually agree to an electronic format for Environmental Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Environmental Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Environmental Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Firm shall have no liability for changes made to the Work Products by other Firms subsequent to the completion of the Project. Any such change shall be sealed by the Firm making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Firm shall furnish and maintain, at its own expense, quarters for the performance of all Environmental Services, and adequate and sufficient personnel and equipment to perform the Environmental Services as required. All employees of Firm shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Firm who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Environmental Services shall immediately be removed from association with the Project when so instructed by County. Firm certifies that it presently has adequate qualified personnel in its employment for performance of the Environmental Services required under this Contract, or will obtain such personnel from sources other than County. Firm may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Firm shall not assign, subcontract or transfer any portion of the Environmental Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Firm of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENVIRONMENTAL SERVICES

Firm's Environmental Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All documents shall be submitted by Firm on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Environmental Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Firm in writing within such thirty (30) day period if such Environmental Services have been found to be incomplete. If the submission is Complete, County shall notify Firm and County's technical review process will begin.

If the submission is not Complete, County shall notify Firm, who shall perform such professional services as are required to complete the Environmental Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Environmental Services for compliance with this Contract. If necessary, the completed Environmental Services shall be returned to Firm, who shall perform any required Environmental Services and resubmit it to County. This process shall be repeated until the Environmental Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Firm shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Environmental Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Firm shall, without additional compensation, perform any work required as a result of Firm's development of the work which is found to be in error or omission due to Firm's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Environmental Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Firm's Environmental Services as Complete, Accepted, or having attained Final Approved

under this Contract, the decision of the County shall be final and binding on Firm, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Firm. FIRM'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE FIRM BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE FIRM'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENVIRONMENTAL SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Firm shall be grounds for termination of this Contract, and any increased costs arising from Firm's default, breach of contract, or violation of contract terms shall be paid by Firm.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Firm, as a consequence of failure by Firm to perform the Environmental Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Firm, upon not less than thirty (30) days' written notice to Firm.
- **E.** By satisfactory completion of all Environmental Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Firm. In determining the value of the Environmental Services performed by Firm prior to termination, County shall be the sole judge. Compensation for Environmental Services at termination will be based on a percentage of the Environmental Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Firm defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Firm, then County shall give consideration to the actual costs incurred by

Firm in performing the Environmental Services to the date of default, the amount of Environmental Services required which was satisfactorily completed to date of default, the value of the Environmental Services which are usable to County, the cost to County of employing another firm to complete the Environmental Services required and the time required to do so, and other factors which affect the value to County of the Environmental Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Firm to fulfill its contractual obligations, then County may take over the Project and prosecute the Environmental Services to completion. In such case, Firm shall be liable to County for any additional and reasonable costs incurred by County.

Firm shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Firm in support of the Environmental Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Firm shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Firm shall furnish County with satisfactory proof of its compliance.

Firm shall further obtain all permits and licenses required in the performance of the Environmental Services contracted for herein.

B. Taxes. Firm will pay all taxes, if any, required by law arising by virtue of the Environmental Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Firm with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

FIRM AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY FIRM, FIRM'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH FIRM INCLUDING, WITHOUT LIMITATION, FIRM'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH FIRM EXERCISES CONTROL.

FIRM FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM FIRM'S FAILURE TO PAY FIRM'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY FIRM.

FIRM FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY FIRM IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT FIRM'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM FIRM IS NOT LEGALLY LIABLE, FIRM'S OBLIGATIONS SHALL BE IN PROPORTION TO FIRM'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH FIRM EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN FIRM IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. FIRM SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT FIRM, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH FIRM EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR

SUPPLIERS, OR OTHER ENTITIES OVER WHICH FIRM EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
FIRM'S RESPONSIBILITIES

Firm shall be responsible for the accuracy of its Environmental Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Firm's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions of Article 33. Firm shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
FIRM'S SEAL

To the extent required by an any applicable laws, acts, rules or regulations pertaining to the types of professional services to be provided by Firm under this Contract, the Firm shall sign, seal and date all appropriate submissions to County.

ARTICLE 25
INSURANCE

Firm must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Firm, at Firm's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors,

officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000in the Firm's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Firm shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Firm shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Firm hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Firm shall furnish County with a certification of coverage issued by the insurer. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Firm shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Firm, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Firm, Firm shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Firm's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Firm's

subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Firm hereunder.

Firm shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Firm must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Firm shall be borne solely by Firm, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Firm for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Firm may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
FIRM'S ACCOUNTING RECORDS

Firm agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Environmental Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Firm agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Firm which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Firm further agrees that County shall have access during normal working hours to all necessary Firm facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Firm reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Firm: Kemble White IV dba Cambrian Environmental
4422 Packsaddle Pass, Suite 204
Austin, TX 78745

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Firm understands and agrees that time is of the essence and that any failure of Firm to complete the Environmental Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Firm shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Contract and the Firm's standard of performance as defined herein. Where damage is caused to County due to Firm's negligent failure to perform County may accordingly withhold, to the extent of such damage, Firm's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Firm shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional, consulting and related services performed or furnished by Firm and its employees under this Contract will be the care and skill ordinarily used by members of Firm's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Firm are made on the basis of information available to Firm and on the basis of Firm's experience and qualifications and represents its judgment as an experienced and qualified professional Firm. However, since Firm has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Firm does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Firm prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Firm 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 Firm), whether or not it results from or involves any action or failure to act by the Firm or any employee or agent of the Firm and which arises in any manner from the performance of this Contract, the Firm 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 Firm shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Firm, 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 Firm's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Firm shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Firm, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Firm shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Firm, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Firm shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Firm for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Firm of the Firm's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Firm shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Firm shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Firm's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Firm under the contract until the Firm complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Firm shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Firm shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Firm may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Firm may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Firm hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Firm, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT

PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

FIRM

__Kemble White IV dba Cambrian Environmental_____

By_____

Printed Name: __Kemble White_____

Title: __Owner, Cambrian Environmental_____

Date: __April_____ _12_, 2024___

APPROVED
By Christen Eschberger at 10:59 am, Apr 25, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Environmental Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

WILLIAMSON COUNTY

Exhibit A

Purchasing Department

Debarment and Licensing

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certify, on behalf of Respondent/Bidder and its principals, that Respondent/Bidder and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph (b)** of this certification;

d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

NOTE: Where the certifying representative is unable to certify to any of the statements in this certification, such individual shall attach an explanation to this certification.

* federal, state, or local

WILLIAMSON COUNTY

Purchasing Department

Signature of Certifying Representative

Kemble White IV
Printed Name of Certifying Representative

Owner
Title of Certifying Representative

1/16/2024
Date

SUBSCRIBED and sworn to before me, the undersigned authority, by Kemble White IV (Signatory Name) the Owner (Signatory Title) of Cambrian Environmental (Entity Name), on behalf of said firm.

MARIAM KUTSNIASHVILI
Notary Public
STATE OF TEXAS
ID# 133630604
My Comm. Exp. Mar. 21, 2026

Notary Public in and for the
State of Texas
My commission expires: Mar. 21, 2026

EXHIBIT B

ENVIRONMENTAL SERVICES

General Work Description: Provide Environmental Services on Road Bond projects in Williamson County.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – REGIONAL HABITAT CONSERVATION PLAND AND/OR BIOLOGICAL ASSESSMENTS

TASK 3 – HABITAT ASSESSMENTS AND THREATENED AND ENDANGERED SPECIES ASSESSMENTS FOR LISTED SPECIES WITHIN WILLIAMSON COUNTY

TASK 4 – GEOLOGICAL ASSESSMENTS

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Firm").

Part1. The Firm will provide the following Environmental Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Firm for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Environmental Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Firm understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Firm that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

EXECUTED this ____ day of _____, 20___.

FIRM:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Firm may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Firm for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

FIRM PROJECT	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$225
Senior Karst Geoscientist	$190
Karst Geoscientist	$165
Senior Karst Biologist	$160
Karst Biologist	$125
Karst Technician	$90
Senior TCEQ Regulatory Specialist	$175
DIRECT EXPENSES	
Outsourced Printing	Cost
Mileage (per mile)	Current Federal Rate
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Courier Services	Actual Cost

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be

outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be

reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for

reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1148984

Date Filed:
04/18/2024

Date Acknowledged:

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

Kemble White IV dba Cambrian Environmental
Austin, TX United States

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

RFSQ Engineering Services for Williamson County 2023 Road Bond Project

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.

24RFSQ11
Environmental services, karst services, endangered species act compliance 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. [X]

6 UNSWORN DECLARATION

My name is Kemble White, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (country).

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

Executed in Travis County, State of Texas, on the 19 day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1148984

Date Filed:
04/18/2024

Date Acknowledged:
04/29/2024

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

Kemble White IV dba Cambrian Environmental
Austin, TX United States

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

RFSQ Engineering Services for Williamson County 2023 Road Bond Project

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.

24RFSQ11
Environmental services, karst services, endangered species act compliance 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. [X]

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **52.**

Meeting Date: 05/07/2024

22IFB138 - CR 366 Change Order #3 (Safety Improvements)

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. 3 in the amount of $71, 050.63 for Project 22IFB138 CR 366 (James Construction) P: 296 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for various items paid under Force Account to address additional safety improvements, repairs to existing CR 366, and potholing to locate existing fiber optic lines. This Change Order also compensates the Contractor for widening a driveway on CR 369, replacing unsuitable material on CR 366, installing an underdrain pipe, removing Oncor poles on CR 366 and FM 397, and paying off duty police officers needed for traffic control. Please see attached Change Order for additional details.

This Change Order results in a net increase of $71,050.63 to the Contract amount, for an adjusted Contract total of $17,858,891.39. The original Contract amount was $17,694,262.46. As a result of this and all Change Orders to-date, $164,628.93 has been added to the Contract, resulting in an 0.93% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB138-CR366_CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:08 AM
Form Started By: Julissa Vasquez		Started On: 04/24/2024 09:49 AM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **11+91** to Sta. **111+79**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2I, 3F** (3 Max. - In order of importance - Primary first)

Project:	***22IFB138***
Roadway:	***CR 366***
CSJ Number:	

5. Describe the work being revised:

2I. Additional safety needs (unforeseeable): This Change Order compensates the Contractor for various items paid under Force Account to address required additional safety improvements, repairs to the existing CR 366, and potholing to locate existing fiber optic lines. **3F. Additional work desired by the County:** This Change Order also compensates the Contractor for widening a driveway on CR 369, replacing unsuitable material on CR 366, installing an underdrain pipe, removing Oncor poles on CR 366 and FM 397, and paying for off duty police officers.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☐ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 4-22-24

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **$71,050.63**

RECOMMENDED FOR EXECUTION:

Project Manager — 4/22/24 Date

N/A
Design Engineer Date

Christen Eschberger 4/24/2024
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 ***Project # 22IFB138***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
132-6047.1	Shoulder Widening	LS	$10,329.92	0.00	$0.00	1.00	1.00	$10,329.92	$10,329.92
POT-02	Pavement Pothole Repair	LS	$3,085.41	0.00	$0.00	1.00	1.00	$3,085.41	$3,085.41
999-WC02	Law Enforcement	LS	$4,051.75	0.00	$0.00	1.00	1.00	$4,051.75	$4,051.75
247-6044.1	Driveway Widening	LS	$8,416.10	0.00	$0.00	1.00	1.00	$8,416.10	$8,416.10
POT-3	Pothole for Locating Utilities	LS	$6,370.67	0.00	$0.00	1.00	1.00	$6,370.67	$6,370.67
132-6047.2	Subgrade Repair	LS	$20,059.68	0.00	$0.00	1.00	1.00	$20,059.68	$20,059.68
100-6002.1	Removing Oncor Poles	LS	$18,737.10	0.00	$0.00	1.00	1.00	$18,737.10	$18,737.10
TOTALS					$0.00			$71,050.63	$71,050.63

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 366
Williamson County Project No. 22IFB138

Change Order No. 3

Reason for Change

This Change Order compensates the Contractor for various items paid under Force Account to address required additional safety improvements, repairs to the existing CR 366, and potholing to locate existing fiber optic lines. This Change Order also compensates the Contractor for widening a driveway on CR 369, replacing unsuitable material on CR 366, installing an underdrain pipe, removing Oncor poles on CR 366 and FM 397, and paying for off duty police officers.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
132-16047.1	Shoulder Widening	1	LS
POT-02	Pavement Pothole Repair	1	LS
999-WC02	Law Enforcement	1	LS
247-6044.1	Driveway Widening	1	LS
POT-3	Pothole for Locating Utilities	1	LS
132-6047.2	Subgrade Repair	1	LS
100-6002.1	Removing Oncor Poles	1	LS

This Change Order results in a net increase of $71,050.63 to the Contract amount, for an adjusted Contract total of $17,858,891.39. The original Contract amount was $17,694,262.46. As a result of this and all Change Orders to-date, $164,628.93 has been added to the Contract, resulting in an 0.93% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

ITEM: 132-6047.1

James Construction Group

Force Account Work - F-Shape Shoulder Widening

Date: 6/15/2023
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: **Force Account - F-Shape Shoulder Widening**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 10,329.92

Narrative: Force Account worked performed part of the shoulder widening for installment of the F-shape barrier on CR366.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Steve Odell	8	0	HR	$ 41.25		$ 330.00
Joseph Needham	4	0	HR	$ 25.00		$ 100.00
Steve Chaves	4	0	HR	$ 19.50		$ 78.00
					Subtotal	$ 508.00
					55% Burdens	$ 279.40
					15% Markup	$ 76.20
					Total Labor	**$ 863.60**

Equipment	QTY	UM	Rate	Extended
2019 Ford F250 Super Cab	8	HR	$ 28.43	$ 227.44
2018 Ford F150 Singla Cab	4	HR	$ 39.67	$ 158.68
2022 Freightliner M2 Water Truck	4	HR	$ 45.36	$ 181.44
2018 Cat CP56B Padfoot	4	HR	$ 199.07	$ 796.28
2020 Cat 140 Motor Grader	8	HR	$ 136.84	$ 1,094.72
Broom/Sweeper	8	HR	$ 84.74	$ 677.92
			Subtotal	$ 3,136.48
			15% Markup	$ 470.47
			Total Equipment	**$ 3,606.95**

Subcontractors	QTY	UM	Price	Extended
Statewide Transportation - Type C	274.65	Tons	$ 8.50	$ 2,334.53
Texas Traffic & Barricade – Traffic Control – 2 Man Flagging	1.00	LS	$ 1,250.00	$ 1,250.00
			Subtotal	$ 3,584.53
			15% Markup	$ 537.68
			Total Subcontract	**$ 4,122.20**

Material	QTY	UM	Price	Extended
Central Texas Stone & Aggregate - Type C	274.65	Tons	$ 5.50	$ 1,510.58
				$ -
				$ -
			Subtotal	$ 1,510.58
			15% Markup	$ 226.59
			Total Material	**$ 1,737.16**

Miscellaneous	QTY	UM	Price	Extended
				$ -
				$ -
			Subtotal	$ -
			15% Markup	
			Total Miscellaneous	**$ -**

TOTAL COST	**$ 10,329.92**

UNIT PRICE (TOTAL COST/EST. QTY) $ 10,329.92

Texas Department of Transportation
Form 316 (Rev.09-04)

ITEM-999-WC01

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. ___1__

County WILLIAMSON Project 22IFB138 CSJ 0320-04-028 Highway CR-366

Date 6/15/2023 Station 61+00 to Station 54+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
Steve Odell	8	$41.25	$330.00
Joseph Needham	4	$37.5	$150.00
Steve Chaves	4	$19.55	$78.00
		Total	$558.00

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
2019 FORD F250 SUPER CAB	8	0	$28.43	0	$227.44
2018 FORD F150 SINGLE CAB	4	0	$39.67	0	$158.68
2022 FREIGHTLINER M2 WATER TRUCK	4	0	$45.36	0	$181.44
2018 CAT CP56B PADFOOT	4	0	$199.07	0	$796.28
2020 CAT 150 MOTOR GRADER	8	0	$136.84	0	$1094.72
Closed Cab Broom/Sweeper	8	0	$84.74	0	$677.92
			Total		$3136.48

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Central Texas Stone & Aggregate (274.65 x $5.50 = $1510.575) Type C	Tons	274.65
Statewide Transportation (274.65 x $8.50 = $2334.525) Type C	Tons	274.65
Texas Traffic & Barricade – Traffic Control – 2 Man Flagging ($1250.0)	LS	1
Total $5095.10		

Contractor

Inspector

by

Signature and Title

Area Engineer

Texas Department of Transportation
Form 316 (Rev.09-04)

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. ___1__

County WILLIAMSON Project 22IFB138 CSJ 0320-04-028 Highway CR-366

Date 6/15/2023 Station 61+00 to Station 54+50

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
Steve Odell	8	$41.25	$330.00
Joseph Needham	4	$37.5	$150.00
Steve Chaves	4	$19.55	$78.00
		Total	$558.00

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
2019 FORD F250 SUPER CAB	8	0	$28.43	0	$227.44
2018 FORD F150 SINGLE CAB	4	0	$39.67	0	$158.68
2022 FREIGHTLINER M2 WATER TRUCK	4	0	$45.36	0	$181.44
2018 CAT CP56B PADFOOT	4	0	$199.07	0	$796.28
2020 CAT 150 MOTOR GRADER	8	0	$136.84	0	$1094.72
Closed Cab Broom/Sweeper	8	0	$84.74	0	$677.92
			Total		$3136.48

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Central Texas Stone & Aggregate (274.65 x $5.50 = $1510.575) Type C	Tons	274.65
Statewide Transportation (274.65 x $8.50 = $2334.525) Type C	Tons	274.65
Texas Traffic & Barricade – Traffic Control – 2 Man Flagging ($1250.0)	LS	1
Total $5095.10		

Contractor

Inspector

by

Signature and Title

Area Engineer

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Broce BB250-B
Self Propelled Pavement Brooms

Size Class:
All
Weight:
N/A

Configuration for BB250-B

Broom Length	**96 in**	Horsepower	**24 hp**
Power Mode	**Diesel**	Transmission	**Hydrostatic**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,240.00	USD $2,310.00	USD $580.00	USD $87.00	USD $37.87	USD $84.69
Adjustments						
Region (Texas: 100.1%)	USD $8.24	USD $2.31	USD $0.58	USD $0.09		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,248.24**	**USD $2,312.31**	**USD $580.58**	**USD $87.09**	**USD $37.87**	**USD $84.74**

Non-Active Use Rates

	Hourly
Standby Rate	USD $23.43
Idling Rate	USD $50.63

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	18%	USD $1,483.20/mo
Overhaul (ownership)	61%	USD $5,026.40/mo
CFC (ownership)	10%	USD $824.00/mo
Indirect (ownership)	11%	USD $906.40/mo
Fuel (operating) @ USD 4.25	10%	USD $3.77/hr

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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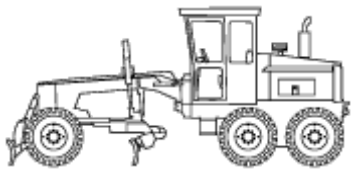
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Caterpillar 140M (disc. 2019)
Articulated Frame Graders

Size Class:
170 - 199 hp
Weight:
35708 lbs



Configuration for 140M (disc. 2019)

Moldboard Size	**12.0 ft**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $13,955.00	USD $3,910.00	USD $980.00	USD $150.00	USD $57.55	USD $136.84
Adjustments						
Region (Texas: 100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $13,955.00**	**USD $3,910.00**	**USD $980.00**	**USD $150.00**	**USD $57.55**	**USD $136.84**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $39.64
Idling Rate	USD $104.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD $4,326.05/mo
Overhaul (ownership)	41%	USD $5,721.55/mo
CFC (ownership)	15%	USD $2,093.25/mo
Indirect (ownership)	13%	USD $1,814.15/mo
Fuel (operating) @ USD 4.25	43%	USD $24.87/hr

Revised Date: 2nd quarter 2023

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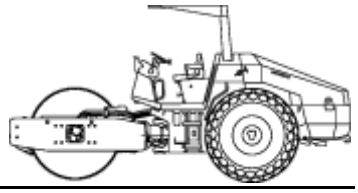
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Caterpillar CP56B
Single Drum Vibratory Compactors

Size Class:
11.5 - 14.4 mt
Weight:
N/A



Configuration for CP56B

Drum Type	**Padfoot**	Drum Width	**84.0 in**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $19,495.00	USD $5,460.00	USD $1,365.00	USD $205.00	USD $87.42	USD $198.19
Adjustments						
Region (Texas: 100.8%)	USD $155.96	USD $43.68	USD $10.92	USD $1.64		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $19,650.96**	**USD $5,503.68**	**USD $1,375.92**	**USD $206.64**	**USD $87.42**	**USD $199.07**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $55.83
Idling Rate	USD $127.48

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $6,433.35/mo
Overhaul (ownership)	30%	USD $5,848.50/mo
CFC (ownership)	20%	USD $3,899.00/mo
Indirect (ownership)	17%	USD $3,314.15/mo
Fuel (operating) @ USD 4.25	18%	USD $15.83/hr

Revised Date: 2nd quarter 2023

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Ford F-150 XL 4x4 Gas
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for F-150 XL 4x4 Gas

Power Mode	**Gasoline**	Wheelbase	**122.8 Inches**
Model Trim	**XL**	Gross Vehicle Weight Rating	**6050 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,260.00	USD $635.00	USD $160.00	USD $24.00	USD $27.00	USD $39.84
Adjustments						
Region (Texas: 99.4%)	(USD $13.56)	(USD $3.81)	(USD $0.96)	(USD $0.14)		
Model Year (2022: 99.25%)	(USD $16.76)	(USD $4.71)	(USD $1.19)	(USD $0.18)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,229.68**	**USD $626.48**	**USD $157.85**	**USD $23.68**	**USD $27.00**	**USD $39.67**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $6.33
Idling Rate	USD $31.19

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25%	USD $565.00/mo
Overhaul (ownership)	43%	USD $971.80/mo
CFC (ownership)	15%	USD $339.00/mo
Indirect (ownership)	17%	USD $384.20/mo
Fuel (operating) @ USD 3.46	69%	USD $18.52/hr

Revised Date: 2nd quarter 2023

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Rental Rate Blue Book®

June 26, 2023

Ford F-250 SD
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
N/A



Configuration for F-250 SD

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**300.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $845.00	USD $235.00	USD $59.00	USD $9.00	USD $23.58	USD $28.38
Adjustments						
Region (Texas: 101%)	USD $8.45	USD $2.35	USD $0.59	USD $0.09		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $853.45**	**USD $237.35**	**USD $59.59**	**USD $9.09**	**USD $23.58**	**USD $28.43**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.42
Idling Rate	USD $24.55

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	56%	USD $473.20/mo
Overhaul (ownership)	22%	USD $185.90/mo
CFC (ownership)	9%	USD $76.05/mo
Indirect (ownership)	13%	USD $109.85/mo
Fuel (operating) @ USD 3.46	84%	USD $19.70/hr

Revised Date: 2nd quarter 2023

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Rental Rate Blue Book®

June 26, 2023

Miscellaneous DBB2 4000
On-Highway Water Tankers

Size Class:
200 hp & Over
Weight:
14000 lbs



Configuration for DBB2 4000

Horsepower	**250.0**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,695.00	USD $475.00	USD $120.00	USD $18.00	USD $35.67	USD $45.30
Adjustments						
Region (Texas: 100.6%)	USD $10.17	USD $2.85	USD $0.72	USD $0.11		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,705.17**	**USD $477.85**	**USD $120.72**	**USD $18.11**	**USD $35.67**	**USD $45.36**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $4.84
Idling Rate	USD $36.23

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	52%	USD $881.40/mo
Overhaul (ownership)	23%	USD $389.85/mo
CFC (ownership)	12%	USD $203.40/mo
Indirect (ownership)	13%	USD $220.35/mo
Fuel (operating) @ USD 4.25	74%	USD $26.54/hr

Revised Date: 2nd quarter 2023

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Job: 10907
Purchase Agreement # : 10907-03

Vendor:
10313

CENTRAL TEXAS STONE & AGGREGAT
13111 DESSAU ROAD
AUSTIN, TX 78754

Date Ordered: 1/17/23
Ordered By:
Expected Date :
Payment Terms: NET 30 DAYS

Bill :
James Construction Group, LLC
Email: accountspayable@prim.com
1760 S. STEMMONS FWY. SUITE 300
LEWISVILLE, TX 75067

Ship To: WILLIAMSON CR 366
CONTACT PM FOR DELIVERY ADDRESS/INSTRUCTIONS
, TX
Via: FOB: CTSA QUARRY - TO BE COORDINATED WITH PROJECT STAFF

Item	Material	Description	UM	Units	Unit Cost	Total
1		FL BS (C.I.P.)(TY-A GR 4)(FINAL) Job: 10907 Phase: 05952210000 Date Req:	TON	33,310.000	6.50	216,515.00
2		FL BS (C.I.P.)(TY-A GR 5)(FINAL) Job: 10907 Phase: 05952211000 Date Req:	TON	12,104.000	6.50	78,676.00
3		EMBANK (FINAL)(ORD COMP)(TY-C) Job: 10907 Phase: 05952205000 Date Req:	~~CY~~ TON	7,500.000	5.50	41,250.00
4		EMBANK (FINAL)(ORD COMP)(TY-C1) Job: 10907 Phase: 05952206000 Date Req:	~~CY~~ TON	18,320.000	5.50	100,760.00
5		RIPRAP (STONE PROT)(12") Job: 10907 Phase: 05952630000 Date Req:	TON	1,630.980	24.00	39,143.52
					SubTotal	476,344.52
					Total:	**476,344.52**

EXHIBIT A
10907-TSA01

SCOPE OF WORK

SUBCONTRACTOR
Statewide Materials Transport Ltd
Po Box 1080
Manor, Tx 78653

PROJECT
WILLIAMSON CR 366
22IFB138

CONTRACTOR
James Construction Group, LLC
5880 West Hwy 190
Belton, TX 76513

Item	Contract Item	Description	Quantity	UM	Unit Price	Extended Price
1	1006002	PREP ROW-STRIP TOPSOIL (Tandem)	211.000	LDS	110.000	23,210.00
2	1046017	REMOVE CONC DRIVES/CURB (Tandem)	10.000	LDS	110.000	1,100.00
3	1106001	EXCAVATION (ROADWAY) (Tandem)	6,505.000	LDS	110.000	715,550.00
4	160WC02	FURN & PLACE TOPSOIL (4") (Tandem)	500.000	LDS	110.000	55,000.00
5	4166004	DRILL SHAFT-REMOVE SPOILS (Tandem)	16.000	LDS	110.000	1,760.00
6	4966007	REMOVAL TRUCKING (HDWL/PIPE/FENCE) (Tandem)	278.000	LDS	110.000	30,580.00
7	5086001	DETOURS EXCAVATION (Tandem)	37.000	LDS	110.000	4,070.00
8	5126049	FLATBED TRUCKING - 6 hour minimum	54.000	LDS	110.000	5,940.00
9	160WC02	ONSITE HAULING - Triaxles & Supers only	1,902.000	HR	85.000	161,670.00
10	1326005	TY C EMBANKMENT (CTSA)	10,500.000	TON	8.500	89,250.00
11	1326047	TY C1 EMBANKMENT (CTSA)	25,648.000	TON	8.500	218,008.00
12	2476044	FLEXBASE (GR-4)(CTSA)	33,310.000	TON	8.500	283,135.00
13	2476366	FLEXBASE (GR-5)(CTSA)	12,104.000	TON	8.500	102,884.00
14	1106001	DUMPFEES	60,639.000	DLS	1.000	60,639.00

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.56	79,120	35.89
Tare:	15.81	31,620	14.34
Net:	23.75	47,500	21.55

Date: 6/15/2023
Time: 8:29:05 AM

Ticket #: **536540**

Yard: Central Texas Stone & Aggregate
Loads Today: 1
Units Today: 23.75

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.56	79,120	35.89
Tare:	15.81	31,620	14.34
Net:	23.75	47,500	21.55

Date: 6/15/2023
Time: 8:29:05 AM

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Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.56	79,120	35.89
Tare:	15.81	31,620	14.34
Net:	23.75	47,500	21.55

Date: 6/15/2023
Time: 8:29:05 AM

Ticket #: **536540**

Yard: Central Texas Stone & Aggregate
Loads Today: 1
Units Today: 23.75

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.56	79,120	35.89
Tare:	15.81	31,620	14.34
Net:	23.75	47,500	21.55

Date: 6/15/2023
Time: 8:29:05 AM

Ticket #: **536540**

Yard: Central Texas Stone & Aggregate
Loads Today: 1
Units Today: 23.75

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.74	79,480	36.05
Tare:	15.81	31,620	14.34
Net:	23.93	47,860	21.71

Date: 6/15/2023
Time: 10:44:58 AM

Ticket #: **536561**

Yard: Central Texas Stone & Aggregate
Loads Today: 2
Units Today: 47.68

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.74	79,480	36.05
Tare:	15.81	31,620	14.34
Net:	23.93	47,860	21.71

Date: 6/15/2023
Time: 10:44:58 AM

Ticket #: **536561**

Yard: Central Texas Stone & Aggregate
Loads Today: 2
Units Today: 47.68

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.74	79,480	36.05
Tare:	15.81	31,620	14.34
Net:	23.93	47,860	21.71

Date: 6/15/2023
Time: 10:44:58 AM

Ticket #: **536561**

Yard: Central Texas Stone & Aggregate
Loads Today: 2
Units Today: 47.68

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.74	79,480	36.05
Tare:	15.81	31,620	14.34
Net:	23.93	47,860	21.71

Date: 6/15/2023
Time: 10:44:58 AM

Ticket #: **536561**

Yard: Central Texas Stone & Aggregate
Loads Today: 2
Units Today: 47.68

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5127 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.28	82,560	37.45
Tare:	14.51	29,020	13.16
Net:	26.77	53,540	24.29

Date: 6/15/2023
Time: 11:11:09 AM

Ticket #: **536565**

Yard: Central Texas Stone & Aggregate
Loads Today: 3
Units Today: 74.45

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5127 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.28	82,560	37.45
Tare:	14.51	29,020	13.16
Net:	26.77	53,540	24.29

Date: 6/15/2023
Time: 11:11:09 AM

Ticket #: **536565**

Yard: Central Texas Stone & Aggregate
Loads Today: 3
Units Today: 74.45

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5127 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
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Net:	26.77	53,540	24.29

Date: 6/15/2023
Time: 11:11:09 AM

Ticket #: **536565**

Yard: Central Texas Stone & Aggregate
Loads Today: 3
Units Today: 74.45

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5127 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.28	82,560	37.45
Tare:	14.51	29,020	13.16
Net:	26.77	53,540	24.29

Date: 6/15/2023
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Ticket #: **536565**

Yard: Central Texas Stone & Aggregate
Loads Today: 3
Units Today: 74.45

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5167 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.70	83,400	37.83
Tare:	15.44	30,880	14.01
Net:	26.26	52,520	23.82

Date: 6/15/2023
Time: 11:27:38 AM

Ticket #: **536568**

Yard: Central Texas Stone & Aggregate
Loads Today: 4
Units Today: 100.71

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5167 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.70	83,400	37.83
Tare:	15.44	30,880	14.01
Net:	26.26	52,520	23.82

Date: 6/15/2023
Time: 11:27:38 AM

Ticket #: **536568**

Yard: Central Texas Stone & Aggregate
Loads Today: 4
Units Today: 100.71

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5167 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.70	83,400	37.83
Tare:	15.44	30,880	14.01
Net:	26.26	52,520	23.82

Date: 6/15/2023
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Ticket #: **536568**

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Loads Today: 4
Units Today: 100.71

DRIVER DELIVERY LOCATION

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Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5167 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.70	83,400	37.83
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Net:	26.26	52,520	23.82

Date: 6/15/2023
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Ticket #: **536568**

Yard: Central Texas Stone & Aggregate
Loads Today: 4
Units Today: 100.71

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5102 - Misc

Date: 6/15/2023
Time: 11:29:40 AM

Ticket #: **536570**

Yard: Central Texas Stone & Aggregate
Loads Today: 5
Units Today: 125.41

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.84	79,680	36.14
Tare:	15.14	30,280	13.73
Net:	24.70	49,400	22.41

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5102 - Misc

Date: 6/15/2023
Time: 11:29:40 AM

Ticket #: **536570**

Yard: Central Texas Stone & Aggregate
Loads Today: 5
Units Today: 125.41

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.84	79,680	36.14
Tare:	15.14	30,280	13.73
Net:	24.70	49,400	22.41

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5102 - Misc

Date: 6/15/2023
Time: 11:29:40 AM

Ticket #: **536570**

Yard: Central Texas Stone & Aggregate
Loads Today: 5
Units Today: 125.41

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.84	79,680	36.14
Tare:	15.14	30,280	13.73
Net:	24.70	49,400	22.41

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5102 - Misc

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Time: 11:29:40 AM

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Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.84	79,680	36.14
Tare:	15.14	30,280	13.73
Net:	24.70	49,400	22.41

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Bruce 512-863-2711 Scale House

CTSA Sales / Dispatch 512-659-9463

875 Cr 239
Florence TX 76527

Truck: 5124 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.02	80,040	36.31
Tare:	17.13	34,260	15.54
Net:	22.89	45,780	20.77

Date: 6/15/2023
Time: 11:31:31 AM

Ticket #: **536571**

Yard: Central Texas Stone & Aggregate
Loads Today: 6
Units Today: 148.30

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Bruce 512-863-2711 Scale House

CTSA Sales / Dispatch 512-659-9463

875 Cr 239
Florence TX 76527

Truck: 5124 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.02	80,040	36.31
Tare:	17.13	34,260	15.54
Net:	22.89	45,780	20.77

Date: 6/15/2023
Time: 11:31:31 AM

Ticket #: **536571**

Yard: Central Texas Stone & Aggregate
Loads Today: 6
Units Today: 148.30

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Bruce 512-863-2711 Scale House

CTSA Sales / Dispatch 512-659-9463

875 Cr 239
Florence TX 76527

Truck: 5124 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.02	80,040	36.31
Tare:	17.13	34,260	15.54
Net:	22.89	45,780	20.77

Date: 6/15/2023
Time: 11:31:31 AM

Ticket #: **536571**

Yard: Central Texas Stone & Aggregate
Loads Today: 6
Units Today: 148.30

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Bruce 512-863-2711 Scale House

CTSA Sales / Dispatch 512-659-9463

875 Cr 239
Florence TX 76527

Truck: 5124 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

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Gross:	40.02	80,040	36.31
Tare:	17.13	34,260	15.54
Net:	22.89	45,780	20.77

Date: 6/15/2023
Time: 11:31:31 AM

Ticket #: **536571**

Yard: Central Texas Stone & Aggregate
Loads Today: 6
Units Today: 148.30

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.92	79,840	36.21
Tare:	15.81	31,620	14.34
Net:	24.11	48,220	21.87

Date: 6/15/2023
Time: 12:16:36 PM

Ticket #: **536580**

Yard: Central Texas Stone & Aggregate
Loads Today: 7
Units Today: 172.41

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.92	79,840	36.21
Tare:	15.81	31,620	14.34
Net:	24.11	48,220	21.87

Date: 6/15/2023
Time: 12:16:36 PM

Ticket #: **536580**

Yard: Central Texas Stone & Aggregate
Loads Today: 7
Units Today: 172.41

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.92	79,840	36.21
Tare:	15.81	31,620	14.34
Net:	24.11	48,220	21.87

Date: 6/15/2023
Time: 12:16:36 PM

Ticket #: **536580**

Yard: Central Texas Stone & Aggregate
Loads Today: 7
Units Today: 172.41

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

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Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 3525 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

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Date: 6/15/2023
Time: 12:16:36 PM

Ticket #: **536580**

Yard: Central Texas Stone & Aggregate
Loads Today: 7
Units Today: 172.41

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5127 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.87	83,740	37.98
Tare:	14.51	29,020	13.16
Net:	27.36	54,720	24.82

Date: 6/15/2023
Time: 12:32:47 PM

Ticket #: **536583**

Yard: Central Texas Stone & Aggregate
Loads Today: 8
Units Today: 199.77

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5127 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.87	83,740	37.98
Tare:	14.51	29,020	13.16
Net:	27.36	54,720	24.82

Date: 6/15/2023
Time: 12:32:47 PM

Ticket #: **536583**

Yard: Central Texas Stone & Aggregate
Loads Today: 8
Units Today: 199.77

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5127 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.87	83,740	37.98
Tare:	14.51	29,020	13.16
Net:	27.36	54,720	24.82

Date: 6/15/2023
Time: 12:32:47 PM

Ticket #: **536583**

Yard: Central Texas Stone & Aggregate
Loads Today: 8
Units Today: 199.77

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5127 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
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Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.87	83,740	37.98
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Net:	27.36	54,720	24.82

Date: 6/15/2023
Time: 12:32:47 PM

Ticket #: **536583**

Yard: Central Texas Stone & Aggregate
Loads Today: 8
Units Today: 199.77

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5167 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.89	83,780	38.00
Tare:	15.44	30,880	14.01
Net:	26.45	52,900	24.00

Date: 6/15/2023
Time: 1:01:42 PM

Ticket #: **536591**

Yard: Central Texas Stone & Aggregate
Loads Today: 9
Units Today: 226.22

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5167 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.89	83,780	38.00
Tare:	15.44	30,880	14.01
Net:	26.45	52,900	24.00

Date: 6/15/2023
Time: 1:01:42 PM

Ticket #: **536591**

Yard: Central Texas Stone & Aggregate
Loads Today: 9
Units Today: 226.22

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5167 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.89	83,780	38.00
Tare:	15.44	30,880	14.01
Net:	26.45	52,900	24.00

Date: 6/15/2023
Time: 1:01:42 PM

Ticket #: **536591**

Yard: Central Texas Stone & Aggregate
Loads Today: 9
Units Today: 226.22

DRIVER DELIVERY LOCATION

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Central Texas Stone and Aggregate

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875 Cr 239
Florence TX 76527

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Order:	3312 - CR 366
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Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
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Date: 6/15/2023
Time: 1:01:42 PM

Ticket #: **536591**

Yard: Central Texas Stone & Aggregate
Loads Today: 9
Units Today: 226.22

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5102 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.58	81,160	36.81
Tare:	15.14	30,280	13.73
Net:	25.44	50,880	23.08

Date: 6/15/2023
Time: 1:02:29 PM

Ticket #: **536592**

Yard: Central Texas Stone & Aggregate
Loads Today: 10
Units Today: 251.66

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5102 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.58	81,160	36.81
Tare:	15.14	30,280	13.73
Net:	25.44	50,880	23.08

Date: 6/15/2023
Time: 1:02:29 PM

Ticket #: **536592**

Yard: Central Texas Stone & Aggregate
Loads Today: 10
Units Today: 251.66

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5102 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.58	81,160	36.81
Tare:	15.14	30,280	13.73
Net:	25.44	50,880	23.08

Date: 6/15/2023
Time: 1:02:29 PM

Ticket #: **536592**

Yard: Central Texas Stone & Aggregate
Loads Today: 10
Units Today: 251.66

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5102 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.58	81,160	36.81
Tare:	15.14	30,280	13.73
Net:	25.44	50,880	23.08

Date: 6/15/2023
Time: 1:02:29 PM

Ticket #: **536592**

Yard: Central Texas Stone & Aggregate
Loads Today: 10
Units Today: 251.66

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5124 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.12	80,240	36.40
Tare:	17.13	34,260	15.54
Net:	22.99	45,980	20.86

Date: 6/15/2023
Time: 1:05:06 PM

Ticket #: **536593**

Yard: Central Texas Stone & Aggregate
Loads Today: 11
Units Today: 274.65

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5124 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.12	80,240	36.40
Tare:	17.13	34,260	15.54
Net:	22.99	45,980	20.86

Date: 6/15/2023
Time: 1:05:06 PM

Ticket #: **536593**

Yard: Central Texas Stone & Aggregate
Loads Today: 11
Units Today: 274.65

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5124 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

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Net:	22.99	45,980	20.86

Date: 6/15/2023
Time: 1:05:06 PM

Ticket #: **536593**

Yard: Central Texas Stone & Aggregate
Loads Today: 11
Units Today: 274.65

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

CTSA Sales / Dispatch 512-659-9463

Bruce 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Truck: 5124 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group LLC
Product:	021-2 - SP #GHC TxDOT Type C1, #2
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.12	80,240	36.40
Tare:	17.13	34,260	15.54
Net:	22.99	45,980	20.86

Date: 6/15/2023
Time: 1:05:06 PM

Ticket #: **536593**

Yard: Central Texas Stone & Aggregate
Loads Today: 11
Units Today: 274.65

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Texas Traffic and Barricade

580 County Road 196 Ste B
Georgetown, TX 78626
817-905-5839

E-INVOICE

Invoice Date	Invoice No.
6/17/2023	00013917

Terms: Net 30

James Construction
1760 S Stemmons Fwy
Ste 300
Lewisville, TX 75067

Job ID: 004315
Williamson CR 366
3800 Old Georgetown Rd
Taylor, TX

Customer	Customer Job No.	Customer P.O. No.	Period Covered	Foreman Name / Phone#
JAM01			6/15/2023 - 6/15/2023	Gary Couch 254-346-5037

Date	Description	From - To	Qty	Days	Total Qty	Price	Total
	---------- LABOR ----------						
06/15/23	2 Man Flagging Operation	06/15 06/15	1	1	1	$1250.00	$1,250.00

Note: The * indicates taxable items.

Thank you for your business. Please let us know if we can assist you in any other way.

EQUIPMENT RENTAL TOTAL	$0.00
SALES/ONE-TIME CHARGES	$0.00
LABOR TOTAL	$1,250.00
SUBTOTAL	$1,250.00
SALES TAX (8.25%)	$0.00
TOTAL CHARGES	$1,250.00
PLEASE PAY THIS AMOUNT	$1,250.00

****** Job Not Complete ******

Please remit to our address

3500 W Pioneer Pkwy
Pantego, Tx 76013

Item: POT-02

FA-05

James Construction Group

Force Account Work - Pothole Repair

Date: 7/27/2023
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: **Force Account -Pothole Repair**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 3,085.41

Narrative: Force Account worked performed on 6/23/2023 & 7/5/2023 to repair road failure spots.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Steve Odell	4	0	HR	$ 41.25	$ 61.88	$ 165.00
Bryan Chaves	4	0	HR	$ 14.00	$ 21.00	$ 56.00
Martinez Edgardo	4	0		$ 23.00	$ 34.50	$ 92.00
					Subtotal	$ 313.00
					55% Burdens	$ 172.15
					15% Markup	$ 46.95
					Total Labor	**$ 532.10**

Equipment	QTY	UM	Rate	Extended
2019 Ford F250 Super Cab	4	HR	$ 28.43	$ 113.72
2020 Cat 140 Motor Grader	4	HR	$ 136.74	$ 546.96
18 CAT CP56B SMOOTH	4	HR	$ 199.07	$ 796.28
Broom/Sweeper	4	HR	$ 84.74	$ 338.96
			Subtotal	$ 1,795.92
			15% Markup	$ 269.39
			Total Equipment	**$ 2,065.31**

Subcontractors	QTY	UM	Price	Extended
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	**$ -**

Material	QTY	UM	Price	Extended
50 LBS Max-A-Patch ACP Asphalt Cold Patch Specchem	15.00	Tons	28.29	$ 424.35
				$ -
			Subtotal	$ 424.35
			15% Markup	$ 63.65
			Total Material	**$ 488.00**

Miscellaneous	QTY	UM	Price	Extended
				$ -
				$ -
			Subtotal	$ -
			15% Markup	
			Total Miscellaneous	**$ -**

TOTAL COST	**$ 3,085.41**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 3,085.41**

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Broce BB250-B
Self Propelled Pavement Brooms

Size Class:
All
Weight:
N/A

Configuration for BB250-B

Broom Length	**96 in**	Horsepower	**24 hp**
Power Mode	**Diesel**	Transmission	**Hydrostatic**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,240.00	USD $2,310.00	USD $580.00	USD $87.00	USD $37.87	USD $84.69
Adjustments						
Region (Texas: 100.1%)	USD $8.24	USD $2.31	USD $0.58	USD $0.09		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,248.24**	**USD $2,312.31**	**USD $580.58**	**USD $87.09**	**USD $37.87**	**USD $84.74**

Non-Active Use Rates

	Hourly
Standby Rate	USD $23.43
Idling Rate	USD $50.63

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	18%	USD $1,483.20/mo
Overhaul (ownership)	61%	USD $5,026.40/mo
CFC (ownership)	10%	USD $824.00/mo
Indirect (ownership)	11%	USD $906.40/mo
Fuel (operating) @ USD 4.25	10%	USD $3.77/hr

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for BRIAN CHAFFE (bchaffe@prim.com)

www.equipmentwatch.com

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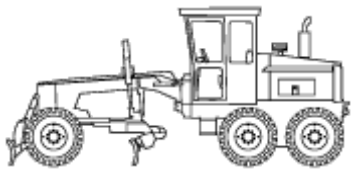
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Caterpillar 140M (disc. 2019)
Articulated Frame Graders

Size Class:
170 - 199 hp
Weight:
35708 lbs



Configuration for 140M (disc. 2019)

Moldboard Size	**12.0 ft**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $13,955.00	USD $3,910.00	USD $980.00	USD $150.00	USD $57.55	USD $136.84
Adjustments						
Region (Texas: 100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $13,955.00**	**USD $3,910.00**	**USD $980.00**	**USD $150.00**	**USD $57.55**	**USD $136.84**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $39.64
Idling Rate	USD $104.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD $4,326.05/mo
Overhaul (ownership)	41%	USD $5,721.55/mo
CFC (ownership)	15%	USD $2,093.25/mo
Indirect (ownership)	13%	USD $1,814.15/mo
Fuel (operating) @ USD 4.25	43%	USD $24.87/hr

Revised Date: 2nd quarter 2023

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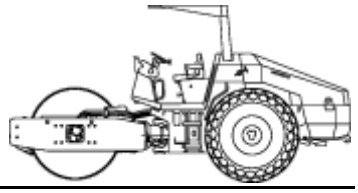
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Caterpillar CP56B
Single Drum Vibratory Compactors

Size Class:
11.5 - 14.4 mt
Weight:
N/A



Configuration for CP56B

Drum Type	**Padfoot**	Drum Width	**84.0 in**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $19,495.00	USD $5,460.00	USD $1,365.00	USD $205.00	USD $87.42	USD $198.19
Adjustments						
Region (Texas: 100.8%)	USD $155.96	USD $43.68	USD $10.92	USD $1.64		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $19,650.96**	**USD $5,503.68**	**USD $1,375.92**	**USD $206.64**	**USD $87.42**	**USD $199.07**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $55.83
Idling Rate	USD $127.48

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $6,433.35/mo
Overhaul (ownership)	30%	USD $5,848.50/mo
CFC (ownership)	20%	USD $3,899.00/mo
Indirect (ownership)	17%	USD $3,314.15/mo
Fuel (operating) @ USD 4.25	18%	USD $15.83/hr

Revised Date: 2nd quarter 2023

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Ford F-250 SD
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
N/A



Configuration for F-250 SD

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**300.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $845.00	USD $235.00	USD $59.00	USD $9.00	USD $23.58	USD $28.38
Adjustments						
Region (Texas: 101%)	USD $8.45	USD $2.35	USD $0.59	USD $0.09		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $853.45**	**USD $237.35**	**USD $59.59**	**USD $9.09**	**USD $23.58**	**USD $28.43**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.42
Idling Rate	USD $24.55

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	56%	USD $473.20/mo
Overhaul (ownership)	22%	USD $185.90/mo
CFC (ownership)	9%	USD $76.05/mo
Indirect (ownership)	13%	USD $109.85/mo
Fuel (operating) @ USD 3.46	84%	USD $19.70/hr

Revised Date: 2nd quarter 2023

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WHITE CAP ON ACCOUNT

585 - WC Austin TX (RT)
8013 Exchange Drive
Austin, TX, 78754
(512) 927-4200

QUOTE 53807876

THIS IS A QUOTE ONLY DO NOT SHIP OR TENDER FUNDS

Sold To: 149609000
JAMES CONST GROUP
5880 W HWY 190
BELTON, TX, 76513
254-939-8610

Ship To : CR366 JOB 10907,10004196953
12365 US-79
TAYLOR, TX, 76574
Job Site Contact: GARY COUCH
Job Site Phone: 254-346-5037
Map #:

05:28 PM **Ordered By:** GARY COUCH **Contact Phone:** 254-3465037

Quote Number	Quote Date	Valid Until	Request Date	Sales Person
			07/12/2023	Mancill, R
Terms	**Shipping Method**	**Quote Name**	**Customer PO**	**Created By**
N30D	2. Our Truck		10907-F0014	Cantu, D

SEQ	Part# / H/M	Description	Ord Quantity	U/M / Unit WT	Price / COO	Amount
0	255MPACP50	50LB MAX-A-PATCH ACP ASPHALT COLD PATCH SPECCHEM	56	BAG 50 LBS	$28.29	$1,584.24

Shipped amount		**$1,584.24**
Order charges		**$0.00**
Tax amount		**$130.70**
Lumber Tax rate/amount	**1.00%**	**$0.00**
Quote total		**$1,714.94**

Shipped Weight: **2,800.00** Customer acceptance signature:_____Date : _____

ALL ITEMS AND QUANTITIES REQUIRE CUSTOMER REVIEW AND APPROVAL
AVAILABILITY AND LEAD TIMES ARE SUBJECT TO CHANGE
SPECIAL ORDERED ITEMS ARE SUBJECT TO MANUFACTURER APPROVAL PRIOR TO RETURN.
QUOTE IS SUBJECT TO EXPIRATION AS INDICATED IN THE ABOVE DATE.

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply. Learn more at About.WhiteCap.com.

Item: 999-WC02

Primoris

James Construction Group

Address: 5880 West US HWY 190
Belton,TX 76513

Project: CR 366
Contract ID 22IFB138

FA -2

Final Summary

Letter No.: 0001
Submittal Date: July 7, 2023
Completed By: Dalimar Rosario

Law Enforcement Force Account

Category	Description			
Labor Cost				
		25% Overhead	$	-
		55% Ins & Tax	$	-
Material Cost			$	-
		25% Overhead	$	-
Equipment Cost			$	-
		15% Overhead	$	-
Subcontractor Cost			$	700.00
		5% Overhead	$	35.00
		Subtotal	$	735.00
		Bond Cost (1%)	$	7.35
		Total	$	742.35

Subcontractor Break Down			County: WILLIAMSOM Route: CR 366	
12-Feb-23				
Item Description	**Quantity**	**Unit**	**Unit Price**	**Amount**
MARIO MIRELES	5.00	Hours	$ 70.00	$ 350.00
COCHRAN CUINS	5.00	Hours	$ 70.00	$ 350.00
			Total Vehicle/Labor	$ 700.00

DAILY REPORT ON LAW ENFORCEMENT FORCE ACCOUNT WORK

Texas Department of Transportation

Form 318
(Rev. 2/21)
Page 1 of 1

County: Williamson Project: 366 CSJ: 0320-04-028 Highway: CR 366

Officer: Cochran CMS SSN (Last 4 Numbers): 3425 Badge No: 1732

Department/Agency: LAGO VISTA PD License/Car No: RBW194

Day/Date: 19, 20 Jun / 2023

Start Time: 8P am/pm

End Time: 1A am/pm

Total Hours: 5 hours

Check if officer time was utilized for non-pay item and exclude non-pay hours. Indicate reason in remarks below.

Non-Pay Hours: _____

Pay Hours: _____

Work Being Performed/Remarks: Setup and installation of Barrier Unit Crash Cushion w/ Flagger

Cancellation (if applicable)

Time: _____ am/pm Name of Person Who Cancelled: _____

Reason for Cancellation: _____

☑ Law Enforcement Officer certifies that they have successfully completed the National Highway Institute online course "Safe and Effective Use of Law Enforcement Personnel in Work Zones" or other applicable course listed on TxDOT's Material Producers List. Certification of training has been provided and is valid for three years from the date of completion.

Law Enforcement Officer's Signature

David Rhinehart
TxDOT Representative's Signature

Lone Star Barr. LLC
Contractor's or Subcontractor's Company Name

Contractor's or Subcontractor's Signature and Title

This form is used to monitor and report traffic control officer's time and equipment. The Contractor/Subcontractor shall obtain the officer's signature and provide TxDOT the **original** report. Contractor/Subcontractor invoice must be based on this form.

Distribution: Original to TxDOT
Copy to Contractor or Subcontractor
Copy to Officer

Texas Department of Transportation

DAILY REPORT ON LAW ENFORCEMENT FORCE ACCOUNT WORK

Form 318
(Rev. 2/21)
Page 1 of 1

County: Williamson Project: 366 CSJ: 0320-04-028 Highway: CR366

Officer: Marco Mireles SSN (Last 4 Numbers): 5008 Badge No: D23

Department/Agency: Donna ISD PD License/Car No: 833400V

Day/Date: 19, 20 June / 2023

Start Time: 8:00 am/pm

End Time: 1:00 am/pm

Total Hours: 5

Check if officer time was utilized for non-pay item and exclude non-pay hours. Indicate reason in remarks below.

Non-Pay Hours: _____

Pay Hours: 5

Work Being Performed/Remarks: entry and installation of Barrier wall (single lane closure w/ flaggers)

Cancellation (if applicable)

Time: _____ am/pm Name of Person Who Cancelled: _____

Reason for Cancellation: _____

☑ Law Enforcement Officer certifies that they have successfully completed the National Highway Institute online course "Safe and Effective Use of Law Enforcement Personnel in Work Zones" or other applicable course listed on TxDOT's Material Producers List. Certification of training has been provided and is valid for three years from the date of completion.

Law Enforcement Officer's Signature

TxDOT Representative's Signature

Alberto Escobar LLC

Contractor's or Subcontractor's Company Name

Contractor's or Subcontractor's Signature and Title

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Distribution: Original to TxDOT
Copy to Contractor or Subcontractor
Copy to Officer

Primoris

James Construction Group

Address: 5880 West US HWY 190
Belton,TX 76513

Project: CR 366
Contract ID 0320-04-028

Final Summary

Letter No.: 0002
Submittal Date: July 27, 2023
Completed By: Dalimar Rosario

Law Enforcement Force Account

Category	Description		Cost
Labor Cost			
		25% Overhead	$ -
		55% Ins & Tax	$ -
Material Cost			$ -
		25% Overhead	$ -
Equipment Cost			$ -
		15% Overhead	$ -
Subcontractor Cost			$ 3,120.60
		5% Overhead	$ 156.03
		Subtotal	$ 3,276.63
		Bond Cost (1%)	$ 32.77
		Total	$ 3,309.40

Subcontractor Break Down				County:WILLIAMSON Route:CR 366
7/23/2023 @ 7/25/2023				
Item Description	**Quantity**	**Unit**	**Unit Price**	**Amount**
JESUS JIMENEZ	12.00	HRS	$ 70.00	$ 840.00
RYAN MONAHAM	10.50	HRS	$ 70.00	$ 735.00
QUENFIN MEANS	10.00	HRS	$ 70.00	$ 700.00
FREDDY NUNEZ	12.08	HRS	$ 70.00	$ 845.60
			Total Vehicle/Labor	$ 3,120.60

DAILY REPORT ON LAW ENFORCEMENT FORCE ACCOUNT WORK

Texas Department of Transportation

Form 318 (Rev. 2/21) Page 1 of 1

County: Williamson Project: CSJ: 0320-04-028 Highway:

Officer: Jesus Jimenez SSN (Last 4 Numbers): 2123 Badge No: 702

Department/Agency: Webb C.I.S.D License/Car No: SAM-8027

Day/Date: Monday / 7/24/2023

Start Time: 5:00 am/pm

End Time: 5:00 am/pm

Total Hours: 12 hrs

Check if officer time was utilized for non-pay item and exclude non-pay hours. Indicate reason in remarks below.

Non-Pay Hours:

Pay Hours:

Work Being Performed/Remarks: Lane Closure.

Cancellation (if applicable)

Time: am/pm Name of Person Who Cancelled:

Reason for Cancellation:

☒ Law Enforcement Officer certifies that they have successfully completed the National Highway Institute online course "Safe and Effective Use of Law Enforcement Personnel in Work Zones" or other applicable course listed on TxDOT's Material Producers List. Certification of training has been provided and is valid for three years from the date of completion.

Law Enforcement Officer's Signature

TxDOT Representative's Signature

HNTB

Contractor's or Subcontractor's Company Name

Contractor's or Subcontractor's Signature and Title

This form is used to monitor and report traffic control officer's time and equipment. The Contractor/Subcontractor shall obtain the officer's signature and provide TxDOT the **original** report. Contractor/Subcontractor invoice must be based on this form.

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Copy to Contractor or Subcontractor
Copy to Officer

DAILY REPORT ON LAW ENFORCEMENT FORCE ACCOUNT WORK

Texas Department of Transportation

Form 318
(Rev. 2/21)
Page 1 of 1

County: Williamson Project: _____ CSJ: _____ Highway: CR 366

Officer: Ryan Monahan SSN (Last 4 Numbers): 4830 Badge No: 2112

Department/Agency: Caldwell County Pct 1 License/Car No: P2F1535

Day/Date: Tuesday / 7/25/23

Start Time: 0700 am/pm

End Time: 5:30 am/pm

Total Hours: 10.5 Hours

Check if officer time was utilized for non-pay item and exclude non-pay hours. Indicate reason in remarks below.

Non-Pay Hours: _____

Pay Hours: 10.5 Hours

Work Being Performed/Remarks: Traffic Control

Cancellation (if applicable)

Time: _____ am/pm Name of Person Who Cancelled: _____

Reason for Cancellation: _____

☑ Law Enforcement Officer certifies that they have successfully completed the National Highway Institute online course "Safe and Effective Use of Law Enforcement Personnel in Work Zones" or other applicable course listed on TxDOT's Material Producers List. Certification of training has been provided and is valid for three years from the date of completion.

Law Enforcement Officer's Signature

TxDOT Representative's Signature

James Construction

Contractor's or Subcontractor's Company Name

Contractor's or Subcontractor's Signature and Title

This form is used to monitor and report traffic control officer's time and equipment. The Contractor/Subcontractor shall obtain the officer's signature and provide TxDOT the **original** report. Contractor/Subcontractor invoice must be based on this form.

Distribution: Original to TxDOT
Copy to Contractor or Subcontractor
Copy to Officer

DAILY REPORT ON LAW ENFORCEMENT FORCE ACCOUNT WORK

Texas Department of Transportation

Form 318
(Rev. 2/21)
Page 1 of 1

County: WILLIAMSON Project: _____ CSJ: _____ Highway: _____

Officer: QUENTIN MEANS SSN (Last 4 Numbers): 2171 Badge No: 1103

Department/Agency: WALLER Co CONSTABLE PCT. 1 License/Car No: 4322714

Day/Date: TUESDAY / 7.25.23

Start Time: 7:00 am/pm

End Time: 5:00 am/pm

Total Hours: 10

Check if officer time was utilized for non-pay item and exclude non-pay hours. Indicate reason in remarks below.

Non-Pay Hours: _____

Pay Hours: _____

Work Being Performed/Remarks: TRAFFIC CONTROL

ROAD CLOSURE CR 366 @ CHANDLER

Cancellation (if applicable)

Time: _____ am/pm Name of Person Who Cancelled: _____

Reason for Cancellation: _____

☑ Law Enforcement Officer certifies that they have successfully completed the National Highway Institute online course "Safe and Effective Use of Law Enforcement Personnel in Work Zones" or other applicable course listed on TxDOT's Material Producers List. Certification of training has been provided and is valid for three years from the date of completion.

Law Enforcement Officer's Signature

TxDOT Representative's Signature

JAMES / PSC

Contractor's or Subcontractor's Company Name

Contractor's or Subcontractor's Signature and Title

This form is used to monitor and report traffic control officer's time and equipment. The Contractor/Subcontractor shall obtain the officer's signature and provide TxDOT the **original** report. Contractor/Subcontractor invoice must be based on this form.

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Copy to Contractor or Subcontractor
Copy to Officer

DAILY REPORT ON LAW ENFORCEMENT FORCE ACCOUNT WORK

Texas Department of Transportation

Form 318
(Rev. 2/21)
Page 1 of 1

County: Williamson Project: _____ CSJ: 0320-04-028 Highway: CR 366

Officer: FREDDY NUNEZ SSN (Last 4 Numbers): 9592 Badge No: 104

Department/Agency: BASTROP ISD POLICE License/Car No: GR47CX

Day/Date: July 24 23, MONDAY

Start Time: 0500 (am)/pm

End Time: 0505 am/(pm)

Total Hours: 12.05

Check if officer time was utilized for non-pay item and exclude non-pay hours. Indicate reason in remarks below.

Non-Pay Hours: _____

Pay Hours: _____

Work Being Performed/Remarks: Road Closure

Cancellation (if applicable)

Time: _____ am/pm Name of Person Who Cancelled: _____

Reason for Cancellation: _____

☒ Law Enforcement Officer certifies that they have successfully completed the National Highway Institute online course "Safe and Effective Use of Law Enforcement Personnel in Work Zones" or other applicable course listed on TxDOT's Material Producers List. Certification of training has been provided and is valid for three years from the date of completion.

Law Enforcement Officer's Signature

TxDOT Representative's Signature

HNTB

Contractor's or Subcontractor's Company Name

Contractor's or Subcontractor's Signature and Title

This form is used to monitor and report traffic control officer's time and equipment. The Contractor/Subcontractor shall obtain the officer's signature and provide TxDOT the **original** report. Contractor/Subcontractor invoice must be based on this form.

Distribution: Original to TxDOT
Copy to Contractor or Subcontractor
Copy to Officer

Item: 247-6044.1

FA -03

James Construction Group

Force Account Work - Driveway Widening

Date: 7/25/2023
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: ~~Force Account - E-Shape Shoulder Widening~~
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 8,416.10

Narrative: Force account work performed on CR 369 to widen the driveway at A Veteran Storage. HNTB requested this to be completed before the closure of CR 366. JCG lost one day of production by performing this work. JCG is requesting one day to be added back to the project. Please see the attached email from HNTB.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Steve Odell	6	0	HR	$ 41.25	$ 61.88	$ 247.50
Joseph Needham	0	6	HR	$ 25.00	$ 37.50	$ 225.00
Bryan Chaves	0	6	HR	$ 14.00	$ 21.00	$ 126.00
Jose Chaves	0	6	HR	$ 24.00	$ 36.00	$ 216.00
Manual Carrillo	0	6	HR	$ 23.00	$ 34.50	$ 207.00
					Subtotal	$ 1,021.50
					55% Burdens	$ 561.83
					15% Markup	$ 153.23
					Total Labor	**$ 1,736.55**

Equipment	QTY	UM	Rate	Extended
2019 Ford F250 Super Cab	6	HR	$ 28.43	$ 170.58
2018 Ford F150 Single Cab	6	HR	$ 39.67	$ 238.02
2022 Freightliner M2 Water Truck	6	HR	$ 45.36	$ 272.16
2018 Cat CP56B Padfoot	6	HR	$ 199.07	$ 1,194.42
2020 Cat 140 Motor Grader	6	HR	$ 136.74	$ 820.44
CAT 930M IT WHEEL LOADED	6	HR	$ 62.02	$ 372.12
2015 CAT 420FIT BACKHOE	6	HR	$ 44.42	$ 266.52
Broom/Sweeper	6	HR	$ 84.74	$ 508.44
			Subtotal	$ 3,842.70
			15% Markup	$ 576.41
			Total Equipment	**$ 4,419.11**

Subcontractors	QTY	UM	Price	Extended
Statewide Transportation - Type C	140.40	Tons	$ 8.50	$ 1,193.40
			Subtotal	$ 1,193.40
			15% Markup	$ 179.01
			Total Subcontract	**$ 1,372.41**

Material	QTY	UM	Price	Extended
Central Texas Stone & Aggregate - Type C	140.40	Tons	$ 5.50	$ 772.20
				$ -
				$ -
			Subtotal	$ 772.20
			15% Markup	$ 115.83
			Total Material	**$ 888.03**

Miscellaneous	QTY	UM	Price	Extended
				$ -
				$ -
			Subtotal	$ -
			15% Markup	
			Total Miscellaneous	**$ -**

TOTAL COST	**$ 8,416.10**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 8,416.10**

Gary Couch

From: David Thornhill <dthornhill@HNTB.com>
Sent: Friday, July 21, 2023 12:14 PM
To: Kyle Oldham; Gary Couch; Oscar Salazar-Bueno; Asif Mirzazada; Trevor Dare; 61272 _FM3349AtUS79
Subject: CR369 Driveway at veterans storage facility

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you have verified the sender and know the content is safe! If this message is suspicious, please use the **Report Phish** button to notify IT.

Kyle,
Per our conversation, thank you for your help with the above mentioned driveway. The owner will provide the CMP for installation. Please provide the Type-C-1 embankment, equipment, and manpower necessary to extend the radius widening on each side of the driveway. We will track and compensate this work using a force account. Thank you again for your effort.

Thanks David

David Thornhill Sr. Inspector
Williamson County Road Bond Program
Mobile (737) 320-4120 **Email** dthornhilla@hntb.com

HNTB CORPORATION
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Bill : **James Construction Group, LLC**
Email: accountspayable@prim.com
1760 S. STEMMONS FWY. SUITE 300
LEWISVILLE, TX 75067

Ship To: WILLIAMSON CR 366
CONTACT PM FOR DELIVERY ADDRESS/INSTRUCTIONS
, TX
Via: FOB: CTSA QUARRY - TO BE COORDINATED WITH PROJECT STAFF

Item	Material	Description	UM	Units	Unit Cost	Total
1		FL BS (C.I.P.)(TY-A GR 4)(FINAL) Job: 10907 Phase: 05952210000 Date Req:	TON	33,310.000	6.50	216,515.00
2		FL BS (C.I.P.)(TY-A GR 5)(FINAL) Job: 10907 Phase: 05952211000 Date Req:	TON	12,104.000	6.50	78,676.00
3		EMBANK (FINAL)(ORD COMP)(TY-C) Job: 10907 Phase: 05952205000 Date Req:	CY	7,500.000	5.50	41,250.00
4		EMBANK (FINAL)(ORD COMP)(TY-C1) Job: 10907 Phase: 05952206000 Date Req:	CY	18,320.000	5.00	91,600.00
5		RIPRAP (STONE PROT)(12") Job: 10907 Phase: 05952630000 Date Req:	TON	1,630.980	24.00	39,143.52

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Broce BB250-B
Self Propelled Pavement Brooms

Size Class:
All
Weight:
N/A

Configuration for BB250-B

Broom Length	**96 in**	Horsepower	**24 hp**
Power Mode	**Diesel**	Transmission	**Hydrostatic**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,240.00	USD $2,310.00	USD $580.00	USD $87.00	USD $37.87	USD $84.69
Adjustments						
Region (Texas: 100.1%)	USD $8.24	USD $2.31	USD $0.58	USD $0.09		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,248.24**	**USD $2,312.31**	**USD $580.58**	**USD $87.09**	**USD $37.87**	**USD $84.74**

Non-Active Use Rates

	Hourly
Standby Rate	USD $23.43
Idling Rate	USD $50.63

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	18%	USD $1,483.20/mo
Overhaul (ownership)	61%	USD $5,026.40/mo
CFC (ownership)	10%	USD $824.00/mo
Indirect (ownership)	11%	USD $906.40/mo
Fuel (operating) @ USD 4.25	10%	USD $3.77/hr

Revised Date: 2nd quarter 2023

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 2, 2021

Caterpillar 420FIT (disc. 2015)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A



Configuration for 420FIT (disc. 2015)

Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,250.00	USD $1,190.00	USD $300.00	USD $45.00	USD $22.32	USD $46.47
Adjustments						
Region (Houston, Texas: 91.5%)	(USD $361.25)	(USD $101.15)	(USD $25.50)	(USD $3.83)		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,888.75**	**USD $1,088.85**	**USD $274.50**	**USD $41.17**	**USD $22.32**	**USD $44.42**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $11.27
Idling Rate	USD $31.24

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD $1,615.00/mo
Overhaul (ownership)	49%	USD $2,082.50/mo
CFC (ownership)	4%	USD $170.00/mo
Indirect (ownership)	9%	USD $382.50/mo
Fuel (operating) @ USD 2.53	41%	USD $9.14/hr

Revised Date: 1st half 2021

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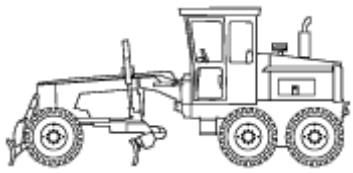
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Caterpillar 140M (disc. 2019)
Articulated Frame Graders

Size Class:
170 - 199 hp
Weight:
35708 lbs



Configuration for 140M (disc. 2019)

Moldboard Size	**12.0 ft**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $13,955.00	USD $3,910.00	USD $980.00	USD $150.00	USD $57.55	USD $136.84
Adjustments						
Region (Texas: 100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $13,955.00**	**USD $3,910.00**	**USD $980.00**	**USD $150.00**	**USD $57.55**	**USD $136.84**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $39.64
Idling Rate	USD $104.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD $4,326.05/mo
Overhaul (ownership)	41%	USD $5,721.55/mo
CFC (ownership)	15%	USD $2,093.25/mo
Indirect (ownership)	13%	USD $1,814.15/mo
Fuel (operating) @ USD 4.25	43%	USD $24.87/hr

Revised Date: 2nd quarter 2023

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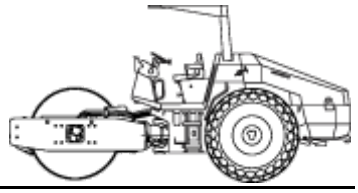
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Caterpillar CP56B
Single Drum Vibratory Compactors

Size Class:
11.5 - 14.4 mt
Weight:
N/A



Configuration for CP56B

Drum Type	**Padfoot**	Drum Width	**84.0 in**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $19,495.00	USD $5,460.00	USD $1,365.00	USD $205.00	USD $87.42	USD $198.19
Adjustments						
Region (Texas: 100.8%)	USD $155.96	USD $43.68	USD $10.92	USD $1.64		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $19,650.96**	**USD $5,503.68**	**USD $1,375.92**	**USD $206.64**	**USD $87.42**	**USD $199.07**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $55.83
Idling Rate	USD $127.48

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $6,433.35/mo
Overhaul (ownership)	30%	USD $5,848.50/mo
CFC (ownership)	20%	USD $3,899.00/mo
Indirect (ownership)	17%	USD $3,314.15/mo
Fuel (operating) @ USD 4.25	18%	USD $15.83/hr

Revised Date: 2nd quarter 2023

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Rental Rate Blue Book®

June 26, 2023

Ford F-150 XL 4x4 Gas
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for F-150 XL 4x4 Gas

Power Mode	**Gasoline**	Wheelbase	**122.8 Inches**
Model Trim	**XL**	Gross Vehicle Weight Rating	**6050 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,260.00	USD $635.00	USD $160.00	USD $24.00	USD $27.00	USD $39.84
Adjustments						
Region (Texas: 99.4%)	(USD $13.56)	(USD $3.81)	(USD $0.96)	(USD $0.14)		
Model Year (2022: 99.25%)	(USD $16.76)	(USD $4.71)	(USD $1.19)	(USD $0.18)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,229.68**	**USD $626.48**	**USD $157.85**	**USD $23.68**	**USD $27.00**	**USD $39.67**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $6.33
Idling Rate	USD $31.19

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25%	USD $565.00/mo
Overhaul (ownership)	43%	USD $971.80/mo
CFC (ownership)	15%	USD $339.00/mo
Indirect (ownership)	17%	USD $384.20/mo
Fuel (operating) @ USD 3.46	69%	USD $18.52/hr

Revised Date: 2nd quarter 2023

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Rental Rate Blue Book®

June 26, 2023

Ford F-250 SD
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
N/A



Configuration for F-250 SD

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**300.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $845.00	USD $235.00	USD $59.00	USD $9.00	USD $23.58	USD $28.38
Adjustments						
Region (Texas: 101%)	USD $8.45	USD $2.35	USD $0.59	USD $0.09		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $853.45**	**USD $237.35**	**USD $59.59**	**USD $9.09**	**USD $23.58**	**USD $28.43**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.42
Idling Rate	USD $24.55

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	56%	USD $473.20/mo
Overhaul (ownership)	22%	USD $185.90/mo
CFC (ownership)	9%	USD $76.05/mo
Indirect (ownership)	13%	USD $109.85/mo
Fuel (operating) @ USD 3.46	84%	USD $19.70/hr

Revised Date: 2nd quarter 2023

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Rental Rate Blue Book®

June 26, 2023

Miscellaneous DBB2 4000
On-Highway Water Tankers

Size Class:
200 hp & Over
Weight:
14000 lbs



Configuration for DBB2 4000

Horsepower	**250.0**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,695.00	USD $475.00	USD $120.00	USD $18.00	USD $35.67	USD $45.30
Adjustments						
Region (Texas: 100.6%)	USD $10.17	USD $2.85	USD $0.72	USD $0.11		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,705.17**	**USD $477.85**	**USD $120.72**	**USD $18.11**	**USD $35.67**	**USD $45.36**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $4.84
Idling Rate	USD $36.23

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	52%	USD $881.40/mo
Overhaul (ownership)	23%	USD $389.85/mo
CFC (ownership)	12%	USD $203.40/mo
Indirect (ownership)	13%	USD $220.35/mo
Fuel (operating) @ USD 4.25	74%	USD $26.54/hr

Revised Date: 2nd quarter 2023

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EXHIBIT A
10907-TSA01

SCOPE OF WORK

SUBCONTRACTOR
Statewide Materials Transport Ltd
Po Box 1080
Manor, Tx 78653

PROJECT
WILLIAMSON CR 366
22IFB138

CONTRACTOR
James Construction Group, LLC
5880 West Hwy 190
Belton, TX 76513

Item	Contract Item	Description	Quantity	UM	Unit Price	Extended Price
1	1006002	PREP ROW-STRIP TOPSOIL (Tandem)	211.000	LDS	110.000	23,210.00
2	1046017	REMOVE CONC DRIVES/CURB (Tandem)	10.000	LDS	110.000	1,100.00
3	1106001	EXCAVATION (ROADWAY) (Tandem)	6,505.000	LDS	110.000	715,550.00
4	160WC02	FURN & PLACE TOPSOIL (4") (Tandem)	500.000	LDS	110.000	55,000.00
5	4166004	DRILL SHAFT-REMOVE SPOILS (Tandem)	16.000	LDS	110.000	1,760.00
6	4966007	REMOVAL TRUCKING (HDWL/PIPE/FENCE) (Tandem)	278.000	LDS	110.000	30,580.00
7	5086001	DETOURS EXCAVATION (Tandem)	37.000	LDS	110.000	4,070.00
8	5126049	FLATBED TRUCKING - 6 hour minimum	54.000	LDS	110.000	5,940.00
9	160WC02	ONSITE HAULING - Triaxles & Supers only	1,902.000	HR	85.000	161,670.00
10	1326005	TY C EMBANKMENT (CTSA)	10,500.000	TON	8.500	89,250.00
11	1326047	TY C1 EMBANKMENT (CTSA)	25,648.000	TON	8.500	218,008.00
12	2476044	FLEXBASE (GR-4)(CTSA)	33,310.000	TON	8.500	283,135.00
13	2476366	FLEXBASE (GR-5)(CTSA)	12,104.000	TON	8.500	102,884.00
14	1106001	DUMPFEES	60,639.000	DLS	1.000	60,639.00

Item: POT-3

FA - 09

James Construction Group

Force Account Work - Driveway Widening

Date: 12/18/2024
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: **AT&T Fiber Line - Pot Hole**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 3,540.41

Narrative: Force account work performed on CR 369 to Pot Holing Utility on 12/18/2023. Pothole every 50 feet for 300 feet on CR 336. Survey topo the fiber line that was located and sent excel spread sheet. Please see the attached email from HNTB.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
JOSH HEITMAN		4.5	0	HR	25.00		$ 112.50
TRENT JANKE		1	0	HR	38.75		$ 38.75
				HR		$ -	$ -
				HR		$ -	$ -
				HR		$ -	$ -
						Subtotal	$ 151.25
						55% Burdens	$ 83.19
						15% Markup	$ 22.69
						Total Labor	**$ 257.13**

Equipment	[redacted]	QTY	UM	Rate	Extended
JCG Ford Work Truck		4.5	HR	$ 47.26	$ 212.67
JCG Dodge Work Truck		1	HR	$ 27.00	$ 27.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				Subtotal	$ 239.67
				15% Markup	$ 35.95
				Total Equipment	**$ 275.62**

Subcontractors	[redacted]	QTY	UM	Price	Extended
Badger (Pothole Fiber Line) 12/182023		1.00	Tons	$ 2,615.36	$ 2,615.36
				Subtotal	$ 2,615.36
				15% Markup	$ 392.30
				Total Subcontract	**$ 3,007.66**

Material	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
					$ -
				Subtotal	$ -
				15% Markup	$ -
				Total Material	**$ -**

Miscellaneous	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
				Subtotal	$ -
				15% Markup	
				Total Miscellaneous	**$ -**

TOTAL COST	**$ 3,540.41**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 3,540.41**

Texas Department of Transportation
Form 316 (Rev.09-04)

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County Williamsin Project 22IFB138 CSJ 0320-04-028 Highway CR366

Date 12/18/2023 Station 35+00 to Station 33+00

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
JCG Ford Work Truck	5		
JCG Dodge Work Truck	1		
		Total	

LABOR

Classification and Name	Hours		Rate		Amount
	Reg.	O.T.	Reg.	O.T.	
JOSH HEITMAN	5	0		0	$125.00
TRENT JANKE	1	0		0	38.75
Badger	5	?	?	?	Invoice
				Total	

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Badger (Pothole Fiber Line) (10am to 2:30pm)		
Survey party chief (Topo Fiber)		

Contractor

Inspector

by

Signature and Title

Area Engineer

Badger Contact Info: 108 NXNE Drive
Hutto, TX 78634

JAMES CONSTRUCTION GROUP LLC
5880 W HWY 190, SUITE 100
Belton, TX, 76513

Ticket Number: TKT-121823-1088680
Ticket Date: 12-18-2023
Job Number: SR0000494079
Paper Ticket #:

Title: Project 10907 CR366 - 12-18-2023 10:12 AM
Site Location: Old Georgetown Rd Taylor, TX, 76574

PO/WO #:
AFE/JOB #: Project 10907
Phone: 254 346-5037

Requesters Name:
Cost Centre/GL:
Major/Minor:
Rig/Well Pad #:
Job Name:
User/Approver ID:
Other Order #:

This is not an invoice
Total subject to change based on taxes, fees and other charges.

Item	Item Description	Unit #	Quantity	Rate	UOM	Amount
Badger Hydrovac With Operator		2183	7.5	$275.00	HR	$2062.50
Consumable Materials		2183	1	$30.00	EA	$30.00
Supply Water		2183	1	$110.00	EA	$110.00
Disposition		2183	1	$200.00	EA	$200.00
Fluctuating Fuel Recovery		2183			EA	$212.86

Notes:

Ticket Total: $2615.36

Approved By:

Approver Name:
Approver Phone #:

Unless Buyer expressly advises otherwise, Buyer represents and warrants that the soil and groundwater in the area of the Hydrovac excavation operations is not contaminated with any non-naturally occurring substance, and buyer hereby indemnifies and holds Badger Daylighting Corp (or LP in Canada's case), and its directors, officers, employees, agents, and contractors harmless from all losses, costs, expenses, and penalties which it or they directly or indirectly suffer or incur in the event the soil and or groundwater is contaminated with any substance other than naturally occurring substances.

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US Dollars ($)

Rental Rate Blue Book®

October 26, 2023

Dodge RAM 1500 LARAMIE 4X4 GAS (disc. 2011)
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for RAM 1500 LARAMIE 4X4 GAS (disc. 2011)

Power Mode	**Gasoline**	Wheelbase	**140 Inches**
Model Trim	**LARAMIE**	Gross Vehicle Weight Rating	**6800 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,740.00	USD $770.00	USD $195.00	USD $29.00	USD $31.79	USD $47.36
Adjustments						
Region (Texas: 99.4%)	(USD $16.44)	(USD $4.62)	(USD $1.17)	(USD $0.17)		
Model Year (2011: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,723.56**	**USD $765.38**	**USD $193.83**	**USD $28.83**	**USD $31.79**	**USD $47.26**

Non-Active Use Rates

	Hourly
Standby Rate	USD $7.74
Idling Rate	USD $36.19

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $630.20/mo
Overhaul (ownership)	45%	USD $1,233.00/mo
CFC (ownership)	16%	USD $438.40/mo
Indirect (ownership)	16%	USD $438.40/mo
Fuel (operating) @ USD 3.87	65.18%	USD $20.72/hr

Revised Date: 4th quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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www.equipmentwatch.com

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EquipmentWatch™

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All prices shown in US Dollars ($)

Rental Rate Blue Book®

December 12, 2023

Ford F-150 S 4X4 GAS (disc. 1998)
Light Duty Trucks

Size Class:
1
Weight:
N/A

Configuration for F-150 S 4X4 GAS (disc. 1998)

Power Mode	**Gasoline**	Wheelbase	**119.9 Inches**
Model Trim	**S**	Gross Vehicle Weight Rating	**6000 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,340.00	USD $375.00	USD $94.00	USD $14.00	USD $20.06	USD $27.67
Adjustments						
Region (Texas: 99.4%)	(USD $8.04)	(USD $2.25)	(USD $0.56)	(USD $0.08)		
Model Year (1998: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,331.96**	**USD $372.75**	**USD $93.44**	**USD $13.92**	**USD $20.06**	**USD $27.63**

Non-Active Use Rates

	Hourly
Standby Rate	USD $3.78
Idling Rate	USD $20.95

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $308.20/mo
Overhaul (ownership)	45%	USD $603.00/mo
CFC (ownership)	16%	USD $214.40/mo
Indirect (ownership)	16%	USD $214.40/mo
Fuel (operating) @ USD 3.87	66.7%	USD $13.38/hr

Revised Date: 4th quarter 2023

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Item: POT-3

Received
03/05/2024
HNTB CORPORATION
ROUND ROCK

FA 12

James Construction Group

Force Account Work - Driveway Widening

Date: 1/8/20024
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: **AT&T Fiber Line - Pot Hole**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 2,830.26

Narrative: Force account work performed on CR 369 to Pot Holing Utility on 1/8/2024. HNTB requested more potholes for the under fiber line on CR366. Survey topo the fiber line. Please see the attached email from HNTB.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
JOSH HEITMAN		2	0	HR	25.00		$ 50.00
TRENT JANKE		1	0	HR	38.75		$ 38.75
				HR		$ -	$ -
				HR		$ -	$ -
				HR		$ -	$ -

Subtotal	$ 88.75
55% Burdens	$ 48.81
15% Markup	$ 13.31
Total Labor	**$ 150.88**

Equipment	[redacted]	QTY	UM	Rate	Extended
JCG Ford Work Truck		2	HR	$ 47.26	$ 94.52
JCG Dodge Work Truck		1	HR	$ 27.00	$ 27.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Subtotal	$ 121.52
15% Markup	$ 18.23
Total Equipment	**$ 139.75**

Subcontractors	[redacted]	QTY	UM	Price	Extended
Badger (Pothole Fiber Line) 1/8/2024		1.00	Tons	$ 2,208.38	$ 2,208.38

Subtotal	$ 2,208.38
15% Markup	$ 331.26
Total Subcontract	**$ 2,539.64**

Material	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
					$ -

Subtotal	$ -
15% Markup	$ -
Total Material	**$ -**

Miscellaneous	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -

Subtotal	$ -
15% Markup	
Total Miscellaneous	**$ -**

TOTAL COST	**$ 2,830.26**

UNIT PRICE (TOTAL COST/EST. QTY) **$ 2,830.26**

Badger Daylighting Corp

Item: 999-WC01

Invoice Number	2639685
Invoice Date	01-23-2024
Payment Terms	30 Net
Amount Due	**$ 2,208.38**

BILL TO

JAMES CONSTRUCTION GROUP LLC
5880 W HWY 190, SUITE 100
Belton, TX 76513

REMIT TO

Badger Daylighting Corp
PO Box 95000
LB# 1627
Philadelphia, PA 19195-0001
Bank Routing #: 026013673
Account #: 03248177952

Customer Number	PO/Work Order	AFE/Job	Badger Sales Area
8881167	Project 10907	Project 10907	40029

Service Date	Ticket #	Unit #	Item Description	Qty	Unit of Measure	Unit Price	Amount
01-19-2024	TKT-011924-1106408	1747	Badger Hydrovac With Operator	7	Hour	275.00	1,925.00
01-19-2024	TKT-011924-1106408	1747	Supply Water	1	Each	110.00	110.00
01-19-2024	TKT-011924-1106408	1747	Fluctuating Fuel Recovery	1	Each	173.38	173.38

Total Due(USD)	2,208.38

Please see attached tickets for additional detail

Badger Daylighting Corp PO Box 95000, LB# 1627, Philadelphia, PA 19195-0001 Phone: (877) 322-3437

Please direct all invoicing inquiries to accountsreceivable@badgerinc.com and remittances to remittance@badgerinc.com

Item: 999-WC01

Badger Contact Info: 108 NXNE Drive
Hutto, TX 78634

JAMES CONSTRUCTION GROUP LLC
5880 W HWY 190, SUITE 100
Belton, TX, 76513

Ticket Number: TKT-011924-1106408
Ticket Date: 01-19-2024
Job Number: SR0000494079
Paper Ticket #:

Title: Project 10907 CR366 - 12-18-2023 10:12 AM
Site Location: Old Georgetown Rd, 3345 Old Georgetwon Rd, Taylor, Tx 76574
Taylor, TX, 76574

PO/WO #:
AFE/JOB #: Project 10907
Phone: 254 346-5037

Requesters Name:
Cost Centre/GL:
Major/Minor:
Rig/Well Pad #:
Job Name:
User/Approver ID:
Other Order #:

This is not an invoice
Total subject to change based on taxes, fees and other charges.

Item	Item Description	Unit #	Quantity	Rate	UOM	Amount
Badger Hydrovac With Operator		1747	7	$275.00	HR	$1925.00
Supply Water		1747	1	$110.00	EA	$110.00
Disposition		1747	1	$0.00	EA	$0.00
Fluctuating Fuel Recovery		1747			EA	$173.38

Notes:

Ticket Total: $2208.38

Approved By:

Approver Name:
Approver Phone #:

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EquipmentWatch™

Item: 999-WC01

www.equipmentwatch.com

All prices shown in US Dollars ($)

Rental Rate Blue Book®

October 26, 2023

Dodge RAM 1500 LARAMIE 4X4 GAS (disc. 2011)
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for RAM 1500 LARAMIE 4X4 GAS (disc. 2011)

Power Mode	**Gasoline**	Wheelbase	**140 Inches**
Model Trim	**LARAMIE**	Gross Vehicle Weight Rating	**6800 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,740.00	USD $770.00	USD $195.00	USD $29.00	USD $31.79	USD $47.36
Adjustments						
Region (Texas: 99.4%)	(USD $16.44)	(USD $4.62)	(USD $1.17)	(USD $0.17)		
Model Year (2011: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,723.56**	**USD $765.38**	**USD $193.83**	**USD $28.83**	**USD $31.79**	**USD $47.26**

Non-Active Use Rates

	Hourly
Standby Rate	USD $7.74
Idling Rate	USD $36.19

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $630.20/mo
Overhaul (ownership)	45%	USD $1,233.00/mo
CFC (ownership)	16%	USD $438.40/mo
Indirect (ownership)	16%	USD $438.40/mo
Fuel (operating) @ USD 3.87	65.18%	USD $20.72/hr

Revised Date: 4th quarter 2023

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EquipmentWatch

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Item: 999-WC01

All prices shown in US Dollars ($)

Rental Rate Blue Book®

December 12, 2023

Ford F-150 S 4X4 GAS (disc. 1998)
Light Duty Trucks

Size Class:
1
Weight:
N/A

Configuration for F-150 S 4X4 GAS (disc. 1998)

Power Mode	**Gasoline**	Wheelbase	**119.9 Inches**
Model Trim	**S**	Gross Vehicle Weight Rating	**6000 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,340.00	USD $375.00	USD $94.00	USD $14.00	USD $20.06	USD $27.67
Adjustments						
Region (Texas: 99.4%)	(USD $8.04)	(USD $2.25)	(USD $0.56)	(USD $0.08)		
Model Year (1998: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,331.96**	**USD $372.75**	**USD $93.44**	**USD $13.92**	**USD $20.06**	**USD $27.63**

Non-Active Use Rates

	Hourly
Standby Rate	USD $3.78
Idling Rate	USD $20.95

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $308.20/mo
Overhaul (ownership)	45%	USD $603.00/mo
CFC (ownership)	16%	USD $214.40/mo
Indirect (ownership)	16%	USD $214.40/mo
Fuel (operating) @ USD 3.87	66.7%	USD $13.38/hr

Revised Date: 4th quarter 2023

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Item: 132-6047.2

FA - 11

INVOICE

Date: 2/23/2024

Invoice #

Primoris Services Corporation
James Construction Group

Received
03/05/2024
HNTB CORPORATION
ROUND ROCK

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

Qty	UM	Description	Unit Price	Total
1.00	LS	Subgrade Repair 2.13.24	$14,203.62	**$14,203.62**
1.00	LS	Subgrade Repair 2.14.24	$5,856.06	**$5,856.06**
		PREPARED BY: GARY COUCH		
			Total	**$20,059.68**

James Construction Group

Force Account Work - Subgrade Repair

Date: 2/13/2024 **Project:** CR 366 **County:** Williamson
CO Pricing Good For: 45 days **Control:** 22IFB138 **Highway:** CR 366

Description: **Force Account -Subgrade Repair**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 14,203.62

Narrative: Force Account worked performed on 2/13/2024 to repair subgrade. Excavation was done to remove standing water. We installed 6" underdrain and 12" rock riprap.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Perry Webb	8	2	HR	$ 48.20	$ 72.30	$ 530.20
Mark Morgan	8	2	HR	$ 45.89	$ 68.84	$ 504.79
Jose Cruz	8	2	HR	$ 20.00	$ 30.00	$ 220.00
Ramon Valdez	8	2	HR	$ 25.00	$ 34.50	$ 269.00
Rafael Chavez	8	2	HR	$ 17.00	$ 34.50	$ 205.00
Joshua Vigh	8	2	HR	$ 21.00	$ 34.50	$ 237.00
					Subtotal	$ 1,965.99
					55% Burdens	$ 1,081.29
					15% Markup	$ 294.90
					Total Labor	**$ 3,342.18**

Equipment	QTY	UM	Rate	Extended
2023 RAM 2500	10	HR	$ 33.26	$ 332.60
2022 CAT 320 Excavator	10	HR	$ 119.95	$ 1,199.50
2015 CAT 930M Wheel Loader	10	HR	$ 60.09	$ 600.90
2018 CAT CP56B Padfoot	2	HR	$ 178.01	$ 356.02
2022 CAT D3 Dozer	1	HR	$ 76.91	$ 76.91
			Subtotal	$ 2,565.93
			15% Markup	$ 384.89
			Total Equipment	**$ 2,950.82**

Subcontractors	QTY	UM	Price	Extended
STATEWIDE - 12 IN Rock RipRap Trucking	195.00	TON	$ 8.76	$ 1,708.20
			Subtotal	$ 1,708.20
			15% Markup	$ 256.23
			Total Subcontract	**$ 1,964.43**

Material	QTY	UM	Price	Extended
12 IN Rock RipRap	195.00	TON	$ 24.00	$ 4,680.00
6" Underdrain	110.00	LF	$ 4.46	$ 490.60
				$ -
			Subtotal	$ 5,170.60
			15% Markup	$ 775.59
			Total Material	**$ 5,946.19**

Miscellaneous	QTY	UM	Price	Extended
				$ -
				$ -
			Subtotal	$ -
			15% Markup	
			Total Miscellaneous	**$ -**

TOTAL COST	**$ 14,203.62**

UNIT PRICE (TOTAL COST/EST. QTY) $ 14,203.62

James Construction Group

Force Account Work - Subgrade Repair

Date: 2/14/2024 **Project:** CR 366 **County:** Williamson
CO Pricing Good For: 45 days **Control:** 22IFB138 **Highway:** CR 366

Description: **Force Account -Subgrade Repair**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 5,856.06

Narrative: Force Account worked performed on 2/14/2024 to repair subgrade. Backfill and compaction was completed.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Perry Webb		8	2	HR	$ 48.20	$ 72.30	$ 530.20
Mark Morgan		8	2	HR	$ 45.89	$ 68.84	$ 504.79
Jose Cruz		8	2	HR	$ 20.00	$ 30.00	$ 220.00
Ramon Valdez		8	2	HR	$ 25.00	$ 34.50	$ 269.00
Joshua Vigh		8	2	HR	$ 21.00	$ 34.50	$ 237.00
						Subtotal	$ 1,760.99
						55% Burdens	$ 968.54
						15% Markup	$ 264.15
						Total Labor	**$ 2,993.68**

Equipment		QTY	UM	Rate	Extended
2023 RAM 2500		10	HR	$ 33.26	$ 332.60
2022 CAT 320 Excavator		10	HR	$ 119.95	$ 1,199.50
2015 CAT 930M Wheel Loader		10	HR	$ 60.09	$ 600.90
2018 CAT CP56B Padfoot		2	HR	$ 178.01	$ 356.02
				Subtotal	$ 2,489.02
				15% Markup	$ 373.35
				Total Equipment	**$ 2,862.37**

Subcontractors		QTY	UM	Price	Extended
					$ -
				Subtotal	$ -
				15% Markup	$ -
				Total Subcontract	**$ -**

Material		QTY	UM	Price	Extended
					$ -
					$ -
					$ -
				Subtotal	$ -
				15% Markup	$ -
				Total Material	**$ -**

Miscellaneous		QTY	UM	Price	Extended
					$ -
					$ -
				Subtotal	$ -
				15% Markup	
				Total Miscellaneous	**$ -**

TOTAL COST	**$ 5,856.06**

UNIT PRICE (TOTAL COST/EST. QTY) $ 5,856.06

REQUISITION FOR AGREEMENT

REQUISITION NUMBER:

Required Fields

*PRIORITY: ☐ LOW ☐ NORMAL ☐ HIGH

*JOB NUMBER: 10907

*CONTRACT No: JOB NAME: WILLIAMSON COUNTY - CR 366 # 221FB138

*OWNER: WILLIAMSON COUNTY / TXDOT

*PSC/JCG AGREEMENT #:

*VENDOR NAME: STATEWIDE MATERIALS TRANSPORT

*VENDOR NUMBER:

*MAILING ADDRESS:

*CITY, STATE, ZIP CODE:

*VENDOR CONTACT: CRAIG TEYKL

*VENDOR EMAIL: CRAIG@STATEWIDEMATERIALS.COM

SPECIAL NOTE: ARE DATA SHEETS, PARTS LIST, DRAWINGS, ETC. REQUIR ☐ YES ☐ NO

(select all that apply)

☑ SUBCONTRACT
☐ PURCHASE AGREEMENT
☐ GENERAL SERVICE AGREEMENT
☐ TRUCKER SERVICE AGREEMENT
☐ WELDER SERVICE AGREEMENT
☐ CHANGE ORDER

PO/SC - C.O. #: 0

(Attachments)

☐ VENDOR SETUP
☐ W-9
☐ *QUOTE
☐ C.O.I.

OWNER C.O.#:

INTERNALLY EXECUTE:

*PHONE: 832-594-3932 CELL:

FAX: OTHER:

CONTRACT ITEM	PHASE CODE:	CT	LINE ITEM #	DESCRIPTION *description of service, product, etc. (not phase code description)*	QTY	U/M	UNIT PRICE	TOTAL PRICE
432 6031	05952630000	51	NEW	12 IN - Rock RipRap - Trucking	1,083.440	TON	8.760	$9,490.934
								$0.000
								$0.000
								$0.000
								$0.000
								$0.000
								$0.000
								$0.000
								$0.000
								$0.000
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								$0.000
								$0.000
								$0.000
								$0.000
								$0.000
								$0.000
								$0.000
								$0.000
				Grand Total:				**$9,490.934**

SPECIAL PROVISIONS / TERMS: *(not standard)*

*

APPROVER: DATE:

OWNER APPROVAL: DATE:

AUTHORIZED APPROVER: DATE:

FERGUSON WATERWORKS

FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
Phone: 512-930-2262
Fax: 512-930-2388

Deliver To:
From: **Brad Ellis**
Comments:

FERGUSON WATERWORKS #1106
Price Quotation
Phone: 512-930-2262
Fax: 512-930-2388

Bid No: B521848
Bid Date: 02/15/24
Quoted By: BDE

Cust Phone: 225-295-4830
Terms: NET 10TH PROX

Customer:
JAMES CONSTRUCTION GROUP
--WATERWORKS ACCT--
FM 3349 @ US 79 JOB
TAYLOR, TX 76574

Ship To:
JAMES CONSTRUCTION GROUP
--WATERWORKS ACCT--
FM 3349 @ US 79 JOB
TAYLOR, TX 76574

Cust PO#:

Job Name: FM 3349 @ US 79

Item	Description	Quantity	Net Price	UM	Total
A06730100BS	6X100 SGL WAL PERF HDPE PIPE W/SOCK	700	4.460	FT	3122.00

Net Total:	$3122.00
Tax:	$0.00
Freight:	$0.00
Total:	$3122.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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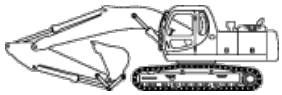
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All prices shown in US Dollars ($)

Rental Rate Blue Book®

February 16, 2024

Caterpillar 320D3 (disc. 2022)
Crawler Mounted Hydraulic Excavators



Size Class:
19.5 - 21.4 mt
Weight:
N/A

Configuration for 320D3 (disc. 2022)

Horsepower **114.0 hp**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $13,765.00	USD $3,855.00	USD $965.00	USD $145.00	USD $43.38	USD $121.59
Adjustments						
Region (Texas: 97.9%)	(USD $289.07)	(USD $80.96)	(USD $20.26)	(USD $3.05)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $13,475.93**	**USD $3,774.04**	**USD $944.73**	**USD $141.96**	**USD $43.38**	**USD $119.95**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $38.28
Idling Rate	USD $85.77

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $4,129.50/mo
Overhaul (ownership)	45%	USD $6,194.25/mo
CFC (ownership)	15%	USD $2,064.75/mo
Indirect (ownership)	10%	USD $1,376.50/mo
Fuel (operating) @ USD 4.15	21.21%	USD $9.20/hr

Revised Date: 1st quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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All prices shown in US Dollars ($)

Rental Rate Blue Book®

February 16, 2024

Caterpillar 930M
4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 hp
Weight:
N/A



Configuration for 930M

Horsepower	**154.0 hp**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,435.00	USD $1,800.00	USD $450.00	USD $68.00	USD $24.97	USD $61.53
Adjustments						
Region (Texas: 98%)	(USD $128.70)	(USD $36.00)	(USD $9.00)	(USD $1.36)		
Model Year (2015: 98.03%)	(USD $124.31)	(USD $34.77)	(USD $8.69)	(USD $1.31)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,182.00**	**USD $1,729.23**	**USD $432.31**	**USD $65.33**	**USD $24.97**	**USD $60.09**

Non-Active Use Rates

	Hourly
Standby Rate	USD $17.56
Idling Rate	USD $44.26

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	39%	USD $2,509.65/mo
Overhaul (ownership)	32%	USD $2,059.20/mo
CFC (ownership)	18%	USD $1,158.30/mo
Indirect (ownership)	11%	USD $707.85/mo
Fuel (operating) @ USD 4.15	36.6%	USD $9.14/hr

Revised Date: 1st quarter 2024

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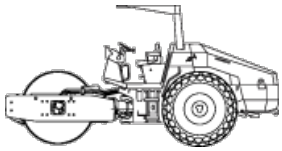
All prices shown in US Dollars ($)

Rental Rate Blue Book®

February 16, 2024

Caterpillar CP56B
Single Drum Vibratory Compactors

Size Class:
11.5 - 14.4 mt
Weight:
N/A



Configuration for CP56B

Drum Type	**Padfoot**	Drum Width	**84.0 in**
Horsepower	**147.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $17,280.00	USD $4,840.00	USD $1,210.00	USD $180.00	USD $81.93	USD $180.11
Adjustments						
Region (Texas: 98.2%)	(USD $311.04)	(USD $87.12)	(USD $21.78)	(USD $3.24)		
Model Year (2018: 99.65%)	(USD $59.01)	(USD $16.53)	(USD $4.13)	(USD $0.61)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $16,909.96**	**USD $4,736.35**	**USD $1,184.09**	**USD $176.15**	**USD $81.93**	**USD $178.01**

Non-Active Use Rates

	Hourly
Standby Rate	USD $48.04
Idling Rate	USD $111.54

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	35%	USD $6,048.00/mo
Overhaul (ownership)	30%	USD $5,184.00/mo
CFC (ownership)	20%	USD $3,456.00/mo
Indirect (ownership)	15%	USD $2,592.00/mo
Fuel (operating) @ USD 4.15	18.87%	USD $15.46/hr

Revised Date: 1st quarter 2024

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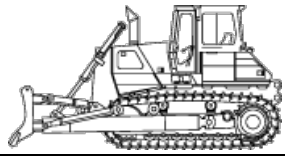
All prices shown in US Dollars ($)

Rental Rate Blue Book®

February 16, 2024

Caterpillar D3
Standard Crawler Dozers

Size Class:
85 - 104 hp
Weight:
N/A



Configuration for D3

Dozer Type	**Crawler**	Horsepower	**104 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,070.00	USD $2,260.00	USD $565.00	USD $85.00	USD $31.95	USD $77.80
Adjustments						
Region (Texas: 98.1%)	(USD $153.33)	(USD $42.94)	(USD $10.73)	(USD $1.62)		
Model Year (2022: 99.94%)	(USD $4.39)	(USD $1.23)	(USD $0.31)	(USD $0.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,912.28**	**USD $2,215.83**	**USD $553.96**	**USD $83.34**	**USD $31.95**	**USD $76.91**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $22.48
Idling Rate	USD $55.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $2,421.00/mo
Overhaul (ownership)	48%	USD $3,873.60/mo
CFC (ownership)	13%	USD $1,049.10/mo
Indirect (ownership)	9%	USD $726.30/mo
Fuel (operating) @ USD 4.15	32.58%	USD $10.41/hr

Revised Date: 1st quarter 2024

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All prices shown in US Dollars ($)

Rental Rate Blue Book®

February 16, 2024

Dodge 2500
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
N/A

Configuration for 2500

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**383.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $835.00	USD $235.00	USD $59.00	USD $9.00	USD $28.61	USD $33.35
Adjustments						
Region (Texas: 98.1%)	(USD $15.86)	(USD $4.47)	(USD $1.12)	(USD $0.17)		
Model Year (2023: 99.97%)	(USD $0.23)	(USD $0.06)	(USD $0.02)	(USD $0.00)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $818.91**	**USD $230.47**	**USD $57.86**	**USD $8.83**	**USD $28.61**	**USD $33.26**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $2.33
Idling Rate	USD $28.21

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	35%	USD $292.25/mo
Overhaul (ownership)	34%	USD $283.90/mo
CFC (ownership)	13%	USD $108.55/mo
Indirect (ownership)	18%	USD $150.30/mo
Fuel (operating) @ USD 3.24	82.35%	USD $23.56/hr

Revised Date: 1st quarter 2024

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Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts
			----------Hours----------									
CRUZ SR, JOSE ARTURO - 232019	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	20.000	800.00
M/EX: *M/0*	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00	30.000	300.00
803 N 4TH ST									Other Taxable			**0.00**
NOLANVILLE, TX 76559									Other Non Taxable			**0.00**
Race/Sex *H/M* ***EEO:***									Project Total			**1,100.00**
Check # *0702022324*												
RUTLEDGE, HOMER SCOTT - 233027	1344 CR OPER, HYDROLIC 80 TON OR <	RT Hourly	8.00	8.00	8.00	8.00	8.00	0.00	0.00	40.00	34.000	1,360.00
M/EX: *M/0*									Other Taxable			**0.00**
212 S. 2ND STREET									Other Non Taxable			**0.00**
THORNDALE, TX 76577									Project Total			**1,360.00**
Race/Sex *W/M* ***EEO:***												
Check # *0702022324*												

****** Weekly Totals ****** (Week Ending 2/18/24)			
Total Gross	**Deductions**	**Net Pay**	
FED W/H TAX	88.22		
FICA - EE	64.34		
MEDI - EE	15.04		
MEDI ADDL			
Medical	55.64		
Other	21.78		
1,102.30	**245.02**	**857.28**	
FED W/H TAX	60.05		
FICA - EE	75.43		
MEDI - EE	17.64		
MEDI ADDL			
Medical	138.86		
Other	12.42		
1,363.90	**304.40**	**1,059.50**	

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
PARRA VALDEZ, RAMON - 239657	1372 FRONT END LOADER OPER- > 3 CY	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	25.000	1,000.00	FED W/H TAX	76.07	
M/EX: *M/4*	1372 FRONT END LOADER OPER- > 3 CY	OT Hourly	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00	37.500	375.00	FICA - EE	83.85	
1111 HENDERSON DR															
LEANDER, TX 78641															
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*															
									Other Taxable			**0.00**	MEDI - EE	19.61	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,375.00**	Medical	21.40	
													Other	6.24	
													1,377.58	**207.17**	**1,170.41**
TORRES HERRERA, ALEJANDRO - 239971	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	101.50	
M/EX: *H/0*	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00	36.000	360.00	FICA - EE	81.84	
1109 W 3RD ST															
TAYLOR, TX 76574															
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*															
									Other Taxable			**0.00**	MEDI - EE	19.14	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,320.00**	Other		
													1,320.00	**202.48**	**1,117.52**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
GOMEZ MATA, RODRIGO - 240634	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	70.43	
M/EX: *M/0*															
3746 WEST CLIFF RD	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.00	10.00	9.00	0.00	19.00	36.000	684.00	FICA - EE	100.65	
BELTON, TX 76513															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	MEDI - EE	23.54	
Check # *0702022324*									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,644.00**	Medical	21.40	
													Other	6.33	
													1,646.64	**222.35**	**1,424.29**
GOMEZ MATA, ADAN - 240636	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	79.78	
M/EX: *S/0*															
3746 WEST CLIFF RD	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.00	10.00	9.00	0.00	19.00	36.000	684.00	FICA - EE	101.93	
BELTON, TX 76513															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	MEDI - EE	23.84	
Check # *0702022324*									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,644.00**	Other		
													1,644.00	**205.55**	**1,438.45**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
PLATTER, CODY BLAINE - 241151	1347 EXCAVATOR OPERATOR <50,000 LBS	RT Hourly	0.00	10.00	9.00	10.00	10.00	0.00	0.00	39.00	25.000	975.00	FED W/H TAX	1.56	
M/EX: *S/0*															
412 CARL SHIPP UNIT # B															
LIBERTY HILL, TX 78642															
Race/Sex *W/M* ***EEO:***															
Check # *0702022324*															
									Other Taxable			**0.00**	FICA - EE	60.26	
									Other Non Taxable			**0.00**	MEDI - EE	14.09	
									Project Total			**975.00**	MEDI ADDL		
													Other	18.75	
													975.00	**94.66**	**880.34**
NAVA CHAVEZ, GILBERTO - 246595	1348 EXCAVATOR OPERATOR >50,000 LBS	RT Hourly	0.00	10.00	0.00	10.00	0.00	0.00	0.00	20.00	24.000	480.00	FED W/H TAX	122.03	
M/EX: *M/2*	1348 EXCAVATOR OPERATOR >50,000 LBS	OT Hourly	0.00	0.00	0.00	0.00	10.00	10.00	0.00	20.00	36.000	720.00	FICA - EE	97.35	
P O BOX 337															
DEL VALLE, TX 78617															
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*															
									Other Taxable			**0.00**	MEDI - EE	22.77	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,200.00**	Medical	112.64	
													Other	2.76	
													1,682.76	**357.55**	**1,325.21**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
GARCIA, ALBERTO - 246781	1151 FORM BUILDER - STRUCTURES	RT Hourly	12.00	12.00	12.00	4.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	157.97	
M/EX: *M/2*															
1709 N CENTRAL	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	8.00	11.00	9.00	0.00	28.00	36.000	1,008.00	FICA - EE	122.02	
CAMERON, TX 76520															
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*															
									Other Taxable			**0.00**	MEDI - EE	28.54	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,968.00**	401K-TROWEF	98.40	
													Other		
													1,968.00	**406.93**	**1,561.07**
NAVA CHAVEZ, RAFAEL - 281380	1175 LABORER-UTILITY	RT Hourly	0.00	10.00	0.00	10.00	0.00	0.00	0.00	20.00	17.000	340.00	FED W/H TAX	74.05	
M/EX: *S/0*															
119 BATEMAN RD	1175 LABORER-UTILITY	OT Hourly	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00	25.500	255.00	FICA - EE	57.97	
RED ROCK, TX 78662															
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*															
									Other Taxable			**0.00**	MEDI - EE	13.56	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**595.00**	Other	5.59	
													935.00	**151.17**	**783.83**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts
			----------Hours----------									
PEREZ, MARCO - 285058	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	27.000	1,080.00
M/EX: *M/0*	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00	40.500	40.50
153 FOREST LANE									Other Taxable			**0.00**
BASTROP, TX 78602									Other Non Taxable			**0.00**
Race/Sex *H/M* ***EEO:***									Project Total			**1,120.50**
Check # *0702022324*												
TORRES Jr, CARLOS - 285687	1390 MOTOR GRADER-FINE GR	RT Hourly	10.00	0.00	10.00	0.00	0.00	0.00	0.00	20.00	30.000	600.00
M/EX: *S/0*									Other Taxable			**0.00**
135 ARTESIAN DRIVE									Other Non Taxable			**0.00**
CEDAR CREEK, TX 78612									Project Total			**600.00**
Race/Sex *H/M* ***EEO:***												
Check # *0702022324*												

****** Weekly Totals ****** (Week Ending 2/18/24)		
Total Gross	**Deductions**	**Net Pay**
FED W/H TAX	157.79	
FICA - EE	120.95	
MEDI - EE	28.29	
MEDI ADDL		
Medical	21.40	
Other	9.39	
1,973.98	**337.82**	**1,636.16**
FED W/H TAX	243.83	
FICA - EE	111.96	
MEDI - EE	26.18	
MEDI ADDL		
401K-TROWEF	120.60	
ROTH-TROWE	80.40	
Medical	194.08	
Other	171.45	
2,013.44	**948.50**	**1,064.94**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24) Total Gross	Deductions	Net Pay
LOPEZ TENO, JOSE ANTONIO - 285688	1347 EXCAVATOR OPERATOR <50,000 LBS	RT Hourly	0.00	10.00	10.00	10.00	10.00	0.00	0.00	40.00	30.000	1,200.00	FED W/H TAX	92.35	
M/EX: *S/0*															
139 BEARBERRY LN															
ELGIN, TX 78621															
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*															
									Other Taxable			**0.00**	FICA - EE	67.42	
									Other Non Taxable			**0.00**	MEDI - EE	15.76	
									Project Total			**1,200.00**	MEDI ADDL		
													ROTH-TROWE	60.00	
													Medical	108.79	
													Other	15.20	
													1,203.44	**359.52**	**843.92**
AHUMADA AVINA, IGNACIO - 285691	1347 EXCAVATOR OPERATOR <50,000 LBS	OT Hourly	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00	42.000	420.00	FED W/H TAX	254.08	
M/EX: *S/0*															
1773 W BRANCH PKWY APT 1															
AUSTIN, TX 78728															
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*															
									Other Taxable			**0.00**	FICA - EE	115.82	
									Other Non Taxable			**0.00**	MEDI - EE	27.09	
									Project Total			**420.00**	MEDI ADDL		
													ROTH-TROWE	112.56	
													Other	11.20	
													1,876.00	**520.75**	**1,355.25**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
SIMENTAL CARRILLO, MANUEL J - 286710	1347 EXCAVATOR OPERATOR <50,000 LBS	RT Hourly	0.00	10.00	10.00	10.00	10.00	0.00	0.00	40.00	23.000	920.00	FED W/H TAX	96.28	
M/EX: *S/0*															
21929 ANN SHOWERS DR	1347 EXCAVATOR OPERATOR <50,000 LBS	OT Hourly	0.00	0.00	0.00	0.00	0.00	10.00	0.00	10.00	34.500	345.00	FICA - EE	69.46	
ELGIN, TX 78621															
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*															
									Other Taxable			**0.00**	MEDI - EE	16.25	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,265.00**	Medical	138.86	
													Other	11.48	
													1,267.64	**332.33**	**935.31**
FLORES GARCIA, OSCAR - 288818	1151 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	12.00	0.00	0.00	0.00	0.00	12.00	24.000	288.00	FED W/H TAX	166.06	
M/EX: *M/0*															
4360 MISTLETOE DR															
BELTON, TX 76513									Other Taxable			**0.00**	FICA - EE	104.56	
Race/Sex *H/M* ***EEO:***									Other Non Taxable			**0.00**	MEDI - EE	24.46	
Check # *0702022324*									Project Total			**288.00**	MEDI ADDL		
													Medical	21.40	
													Other	37.34	
													1,718.64	**353.82**	**1,364.82**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	Total Gross	Deductions	Net Pay
			----------Hours----------										****** Weekly Totals ****** (Week Ending 2/18/24)		
CHAVEZ GUTIERREZ, JOSE - 289333	1369 LOADER OPER-3CY OR <	RT Hourly	0.00	10.00	10.00	10.00	10.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	41.44	
M/EX: *H/0*	1369 LOADER OPER-3CY OR <	OT Hourly	0.00	0.00	0.00	0.00	0.00	5.00	0.00	5.00	36.000	180.00	FICA - EE	70.68	
501 WEST AVE APT B															
KILLEEN, TX 76541									Other Taxable			**0.00**	MEDI - EE	16.53	
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,140.00**	Other	44.94	
													1,140.00	**173.59**	**966.41**
PINEDA GALLEGOS, JESUS - 290619	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	50.93	
M/EX: *S/0*	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.00	10.00	9.00	0.00	19.00	36.000	684.00	FICA - EE	101.93	
140 HONDO GAP LN															
JARRELL, TX 76537									Other Taxable			**0.00**	MEDI - EE	23.84	
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,644.00**	Other		
													1,644.00	**176.70**	**1,467.30**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24)		
			----------Hours----------										Total Gross	Deductions	Net Pay
SANCHEZ, RAFAEL - 290710	1372 FRONT END LOADER OPER- > 3 CY	RT Hourly	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	28.000	280.00	FED W/H TAX	82.72	
M/EX: *M/0*															
1881 GROVE BLVD APT 121									Other Taxable			**0.00**	FICA - EE	116.31	
AUSTIN, TX 78741									Other Non Taxable			**0.00**	MEDI - EE	27.20	
Race/Sex *H/M* ***EEO:***									Project Total			**280.00**	MEDI ADDL		
Check # *0702022324*													401K-TROWEF	150.08	
													ROTH-TROWE	75.04	
													Other	76.58	
													1,876.00	**527.93**	**1,348.07**
FLORES, JASON - 293668	1124 CONCRETE FINISHER	RT Hourly	0.00	0.00	10.00	0.00	0.00	0.00	0.00	10.00	23.000	230.00	FED W/H TAX	148.73	
M/EX: *S/0*															
1804N FANNIN AVE									Other Taxable			**0.00**	FICA - EE	94.93	
CAMERON, TX 76520									Other Non Taxable			**0.00**	MEDI - EE	22.20	
Race/Sex *H/M* ***EEO:***									Project Total			**230.00**	MEDI ADDL		
Check # *0702022324*													401K-TROWEF	141.80	
													Medical	43.32	
													Other	10.80	
													1,578.03	**461.78**	**1,116.25**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts
			----------Hours----------									
VIGH, JOSHUA - 294035	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	21.000	840.00
M/EX: *S/0*	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00	31.500	315.00
2710 CUNNINGHAM RD									Other Taxable			**0.00**
KILLEEN, TX 76542									Other Non Taxable			**0.00**
Race/Sex *I/M* ***EEO:***									Project Total			**1,155.00**
Check # *0702022324*												
HERNANDEZ SOTO I, DIEGO DE JESUS - 299731	1151 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	5.00	0.00	0.00	0.00	0.00	5.00	23.000	115.00
M/EX: *S/0*									Other Taxable			**0.00**
806 E GILLIS AVE									Other Non Taxable			**0.00**
CAMERON, TX 76520									Project Total			**115.00**
Race/Sex *H/M* ***EEO:***												
Check # *0702022324*												

******** Weekly Totals ********
(Week Ending 2/18/24)

FED W/H TAX	100.45		
FICA - EE	71.61		
MEDI - EE	16.74		
MEDI ADDL			
Other			
1,155.00	**188.80**	**966.20**	
FED W/H TAX	182.77		
FICA - EE	97.68		
MEDI - EE	22.84		
MEDI ADDL			
401K-TROWEF	31.51		
ROTH-TROWE	47.27		
Other	7.40		
1,575.50	**389.47**	**1,186.03**	

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
BENITEZ, ANGEL DAVID - 304665	1306 CRAWLER TRACTOR	RT Hourly	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	23.000	230.00	FED W/H TAX	170.22	
M/EX: *S/0*															
201 E OAK ST.									Other Taxable			**0.00**	FICA - EE	94.10	
GRANGER, TX 76530									Other Non Taxable			**0.00**	MEDI - EE	22.01	
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*									Project Total			**230.00**	MEDI ADDL		
													401K-TROWEF	30.82	
													ROTH-TROWE	46.23	
													Medical	21.40	
													Other	8.86	
													1,543.64	**393.64**	**1,150.00**
SANCHEZ I, SERGIO - 306280	1175 LABORER-UTILITY	RT Hourly	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	19.000	190.00	FED W/H TAX	105.02	
M/EX: *S/0*															
8005 BANNOCK LANE									Other Taxable			**0.00**	FICA - EE	75.40	
AUSTIN, TX 78747									Other Non Taxable			**0.00**	MEDI - EE	17.63	
Race/Sex *H/M* ***EEO:***															
Check # *0702022324*									Project Total			**190.00**	MEDI ADDL		
													401K-TROWEF	25.46	
													ROTH-TROWE	38.19	
													Medical	54.67	
													Other	8.40	
													1,275.18	**324.77**	**950.41**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts
			----------Hours----------									
HEITMAN, JOSHUA - 307645	1390 MOTOR GRADER-FINE GR	RT Hourly	0.00	10.00	10.00	10.00	10.00	0.00	0.00	40.00	25.000	1,000.00
M/EX: *S/0*	1390 MOTOR GRADER-FINE GR	OT Hourly	0.00	0.00	0.00	0.00	0.00	10.00	0.00	10.00	37.500	375.00
2512 STETSON									Other Taxable			**0.00**
NEW BRAUNFELS, TX 78130									Other Non Taxable			**0.00**
Race/Sex *W/M* ***EEO:***									Project Total			**1,375.00**
Check # *0702022324*												

****** Weekly Totals ****** (Week Ending 2/18/24)		
Total Gross	**Deductions**	**Net Pay**
FED W/H TAX	94.89	
FICA - EE	81.80	
MEDI - EE	19.13	
MEDI ADDL		
Medical	43.32	
Other	22.01	
1,377.53	**261.15**	**1,116.38**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts
BOLIVAR, JOSE HECTOR - 308232	1124 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	10.00	0.00	0.00	0.00	0.00	10.00	24.000	240.00
M/EX: *M/0*									Other Taxable			**0.00**
202 E 16TH ST									Other Non Taxable			**0.00**
CAMERON, TX 76520									Project Total			**240.00**
Race/Sex *H/M* ***EEO:***												
Check # *0702022324*												

FED W/H TAX	36.67	
FICA - EE	98.12	
MEDI - EE	22.94	
MEDI ADDL		
Medical	55.64	
Other	16.41	
1,646.64	**229.78**	**1,416.86**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24) Total Gross	Deductions	Net Pay
YANES GALINDO, CARLOS - 309821	1151 FORM BUILDER - STRUCTURES	RT Hourly	11.00	11.00	11.00	7.00	0.00	0.00	0.00	40.00	21.000	840.00	FED W/H TAX	134.35	
M/EX: *H/0*															
300 FERGUSON DR #5303	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	4.00	11.00	9.00	0.00	24.00	31.500	756.00	FICA - EE	98.81	
AUSTIN, TX 78753															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	MEDI - EE	23.11	
Check # *0702022324*									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,596.00**	Other	5.18	
													1,596.00	**261.45**	**1,334.55**
SARMIENTO, ANGEL - 315400	1151 FORM BUILDER - STRUCTURES	RT Hourly	0.00	10.00	10.00	10.00	10.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	85.42	
M/EX: *S/0*															
7008 CHARLES GOODNIGHT A	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.00	0.00	10.00	0.00	10.00	36.000	360.00	FICA - EE	81.84	
KILLEEN, TX 76549															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	MEDI - EE	19.14	
Check # *0702022324*									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,320.00**	Other		
													1,320.00	**186.40**	**1,133.60**

Certified Payroll Transcript

Period 2/12/2024 - 2/18/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Job Totals	Hours	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Project Amounts	****** Weekly Totals ****** (Week Ending 2/18/24) Total Gross	Deductions	Net Pay
	RT Hourly	151.00	191.00	217.00	179.00	68.00	0.00	0.00	806.00	19,728.00	FED W/H TAX	3,075.66	
	OT Hourly	0.00	0.00	0.00	13.00	122.00	90.00	0.00	225.00	7,861.50	FICA - EE	2,519.02	
								Other Taxable		**0.00**	MEDI - EE	589.11	
								Other Non Taxable		**0.00**	MEDI ADDL		
								Project Total		**27,589.50**	401K-TROWEP	598.67	
											ROTH-TROWE	459.69	
											Medical	1,052.82	
											Other	530.51	
											41,795.84	**8,825.48**	**32,970.36**

Date 2/23/2024 State Project Number: 22IFB138

CSJ Number:

I, _____ _____

(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

James Construction Group, LLC on the

(Contractor or Subcontractor)

Job: 10907 WILLIAMSON CR 366

; that during the payroll period commencing on the

(Building or Work)

12 day of February , 2024, and ending the 18 day of February , 2024 , Week #: 0

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

James Construction Group, LLC

(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U. S. C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Francisco 512-863-2711 Scale House

875 Cr 239
Florence TX 76527

Time: 7:01:02 AM

Ticket #: **566161**

Truck: 7224 - misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group
Product:	001 - 12" Rip Rap Rock
PO #:	10907-03 Pounds
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.37	78,740	35.72
Tare:	14.68	29,360	13.32
Net:	24.69	49,380	22.40

Yard: Central Texas Stone & Aggregate
Loads Today: 4
Units Today: 97.12

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Francisco 512-863-2711 Scale House

CTSA Sales / Dispatch 512-659-9463

875 Cr 239
Florence TX 76527

Date: 1/18/2024
Time: 3:20:20 PM

Ticket #: **566402**

Truck: 6275 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group
Product:	001 - 12" Rip Rap Rock
PO #:	10907-03 Pounds
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.04	78,080	35.42
Tare:	15.07	30,140	13.67
Net:	23.97	47,940	21.75

Yard: Central Texas Stone & Aggregate
Loads Today: 27
Units Today: 648.87

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Kyle #2 Scale House

CTSA Sales / Dispatch 512-659-9463
875 Cr 239
Florence TX 76527

Date: 1/18/2024
Time: 6:50:28 AM

Ticket #: **938708**

Truck: 2420 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group
Product:	001 - 12" Rip Rap Rock
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	40.31	80,620	36.57
Tare:	15.11	30,220	13.71
Net:	25.20	50,400	22.86

Yard: Central Texas Stone & Aggregate
Loads Today: 1
Units Today: 25.20

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate CTSA Sales / Dispatch 512-659-9463

Central Texas Stone and Aggregate

Kyle #2 Scale House

CTSA Sales / Dispatch 512-659-9463
875 Cr 239
Florence TX 76527

Date: 1/18/2024
Time: 7:07:08 AM

Ticket #: **938717**

Truck: 9652 - misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group
Product:	001 - 12" Rip Rap Rock
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.96	79,920	36.25
Tare:	15.40	30,800	13.97
Net:	24.56	49,120	22.28

Yard: Central Texas Stone & Aggregate
Loads Today: 2
Units Today: 49.76

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Francisco 512-863-2711 Scale House

CTSA Sales / Dispatch 512-659-9463

875 Cr 239
Florence TX 76527

Date: 1/18/2024
Time: 6:40:28 AM

Ticket #: **566149**

Truck: 6275 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group
Product:	001 - 12" Rip Rap Rock
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.19	78,380	35.55
Tare:	15.07	30,140	13.67
Net:	24.12	48,240	21.88

Yard: Central Texas Stone & Aggregate
Loads Today: 2
Units Today: 47.97

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Francisco 512-863-2711 Scale House

CTSA Sales / Dispatch 512-659-9463

875 Cr 239
Florence TX 76527

Date: 1/18/2024
Time: 6:56:41 AM

Ticket #: **566160**

Truck: 7269 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group
Product:	001 - 12" Rip Rap Rock
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	39.46	78,920	35.80
Tare:	15.00	30,000	13.61
Net:	24.46	48,920	22.19

Yard: Central Texas Stone & Aggregate
Loads Today: 3
Units Today: 72.43

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Kyle #2 Scale House

CTSA Sales / Dispatch 512-659-9463
875 Cr 239
Florence TX 76527

Date: 1/18/2024
Time: 10:20:23 AM

Ticket #: **938771**

Truck: 6275 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group
Product:	001 - 12" Rip Rap Rock
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	38.90	77,800	35.29
Tare:	15.07	30,140	13.67
Net:	23.83	47,660	21.62

Yard: Central Texas Stone & Aggregate
Loads Today: 6
Units Today: 145.00

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Francisco 512-863-2711 Scale House

CTSA Sales / Dispatch 512-659-9463
875 Cr 239
Florence TX 76527

Date: 1/18/2024
Time: 7:13:51 AM

Ticket #: **566172**

Truck: 8183 - Misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group
Product:	001 - 12" Rip Rap Rock
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	41.72	83,440	37.85
Tare:	17.08	34,160	15.49
Net:	24.64	49,280	22.35

Yard: Central Texas Stone & Aggregate
Loads Today: 6
Units Today: 145.97

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Central Texas Stone and Aggregate

Kyle #2 Scale House

875 Cr 239
Florence TX 76527

Date: 1/18/2024
Time: 9:28:05 AM

Ticket #: **938755**

Truck: 1280 - misc

Order:	3312 - CR 366
Customer:	2564 - James Construction Group
Product:	001 - 12" Rip Rap Rock
PO #:	10907-03
Job #:	10907

	Tons	Pounds	M-Tons
Gross:	38.85	77,700	35.24
Tare:	15.11	30,220	13.71
Net:	23.74	47,480	21.54

Yard: Central Texas Stone & Aggregate
Loads Today: 5
Units Today: 121.17

DRIVER DELIVERY LOCATION

JOB SITE SIGNATURE _____

DRIVER SIGNATURE _____

Item: 100-6002.1

FA-13

INVOICE

Date: 3/8/2024

Invoice #

Primoris Services Corporation

James Construction Group

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

Qty	UM	Description	Unit Price	Total
1.00	LS	Fiber Line Relocation and Removal 2.26.24	$ 16,144.64	**$16,144.64**
1.00	LS	Fiber Line Relocation and Removal 2.28.24	$579.61	**$579.61**
1.00	LS	Fiber Line Relocation and Removal 2.29.24	$470.31	**$470.31**
1.00	LS	Fiber Line Relocation and Removal 3.13.24	$1,542.54	**$1,542.54**
		PREPARED BY: GARY COUCH		
			Total	**$18,737.10**

James Construction Group

Force Account Work - Fiber Line Relocation and Removal

Date: 2/26/2024
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: **Force Account -Pothole Repair**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 16,144.64

Narrative: Force Account worked performed on 2/26/2024 to remove timber poles and backfill holes with flowfill between STA 35+00 to 74+00.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Joshua Heitman	3	0	HR	$ 25.00	$ 37.50	$ 75.00
Gilberto Nava Chavez	3	0	HR	$ 24.00	$ 36.00	$ 72.00
					Subtotal	$ 147.00
					55% Burdens	$ 80.85
					15% Markup	$ 22.05
					Total Labor	**$ 249.90**

Equipment	QTY	UM	Rate	Extended
2022 RAM 1500	3	HR	$ 42.17	$ 126.51
				$ -
				$ -
				$ -
			Subtotal	$ 126.51
			15% Markup	$ 18.98
			Total Equipment	**$ 145.49**

Subcontractors	QTY	UM	Price	Extended
PRIMORIS T&D	1.00	LS	$ 12,000.00	$ 12,000.00
			Subtotal	$ 12,000.00
			15% Markup	$ 1,800.00
			Total Subcontract	**$ 13,800.00**

Material	QTY	UM	Price	Extended
Flowfill CLSM125	1.00	LS	$ 1,695.00	$ 1,695.00
				$ -
			Subtotal	$ 1,695.00
			15% Markup	$ 254.25
			Total Material	**$ 1,949.25**

Miscellaneous	QTY	UM	Price	Extended
				$ -
				$ -
			Subtotal	$ -
			15% Markup	
			Total Miscellaneous	**$ -**

TOTAL COST	**$ 16,144.64**

UNIT PRICE (TOTAL COST/EST. QTY) $ 16,144.64

James Construction Group

Force Account Work - Pothole Repair

Date: 2/28/2024
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: **Force Account -Pothole Repair**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 579.61

Narrative: Force Account worked performed on 2/28/2024 to move timber poles and clean/pickup excess spoils from poles in areas between STA 35+00 to 74+00.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Jose Chavez		3	0	HR	$ 24.00	$ 36.00	$ 72.00
Gilberto Nava Chavez		3	0	HR	$ 24.00	$ 36.00	$ 72.00
Cody Platter		3	0	HR	$ 25.00	$ 37.50	$ 75.00
						Subtotal	$ 219.00
						55% Burdens	$ 120.45
						15% Markup	$ 32.85
						Total Labor	**$ 372.30**

Equipment	[redacted]	QTY	UM	Rate	Extended
CAT 930M WHEEL LOADER		3	HR	$ 60.09	$ 180.27
				Subtotal	$ 180.27
				15% Markup	$ 27.04
				Total Equipment	**$ 207.31**

Subcontractors	[redacted]	QTY	UM	Price	Extended
				Subtotal	$ -
				15% Markup	$ -
				Total Subcontract	**$ -**

Material	[redacted]	QTY	UM	Price	Extended
					$ -
				Subtotal	$ -
				15% Markup	$ -
				Total Material	**$ -**

Miscellaneous	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
				Subtotal	$ -
				15% Markup	
				Total Miscellaneous	**$ -**

TOTAL COST	**$ 579.61**

UNIT PRICE (TOTAL COST/EST. QTY) $ 579.61

James Construction Group

Force Account Work - Pothole Repair

Date: 2/29/2024
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: **Force Account -Pothole Repair**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 470.31

Narrative: Force Account worked performed on 2/29/2024 to remove excess flow fill and regrade areas between STA 35+00 to 74+00.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Joshua Heitman		2	0	HR	$ 25.00	$ 37.50	$ 50.00
Gilberto Nava Chavez		2	0	HR	$ 24.00	$ 36.00	$ 48.00
Cody Platter		2	0	HR	$ 25.00	$ 37.50	$ 50.00

Subtotal	$ 148.00
55% Burdens	$ 81.40
15% Markup	$ 22.20
Total Labor	**$ 251.60**

Equipment	[redacted]	QTY	UM	Rate	Extended
2022 RAM 1500		2	HR	$ 42.17	$ 84.34
TAKUECHII T370		2	HR	$ 52.92	$ 105.84

Subtotal	$ 190.18
15% Markup	$ 28.53
Total Equipment	**$ 218.71**

Subcontractors	[redacted]	QTY	UM	Price	Extended

Subtotal	$ -
15% Markup	$ -
Total Subcontract	**$ -**

Material	[redacted]	QTY	UM	Price	Extended
					$ -

Subtotal	$ -
15% Markup	$ -
Total Material	**$ -**

Miscellaneous	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -

Subtotal	$ -
15% Markup	
Total Miscellaneous	**$ -**

TOTAL COST	**$ 470.31**

UNIT PRICE (TOTAL COST/EST. QTY) $ 470.31

James Construction Group

Force Account Work - Pothole Repair

Date: 3/13/2024
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: **Force Account -Pothole Repair**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 1,542.54

Narrative: Force Account worked performed on 3/13/2024 to remove concrete bases and fill with flowfill STA 35+00 to 74+00.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Joshua Heitman	3	0	HR	$ 25.00	$ 37.50	$ 75.00
Gilberto Nava Chavez	3	0	HR	$ 24.00	$ 36.00	$ 72.00
Cody Platter	3	0	HR	$ 25.00	$ 37.50	$ 75.00
Angel Sarmiento	1	0	HR	$ 24.00	$ 36.00	$ 24.00
					Subtotal	$ 246.00
					55% Burdens	$ 135.30
					15% Markup	$ 36.90
					Total Labor	**$ 418.20**

Equipment	QTY	UM	Rate	Extended
2022 RAM 1500	2	HR	$ 42.17	$ 84.34
TAKUECHII T370	2	HR	$ 52.92	$ 105.84
BOMAG 48" Double Drum	1	HR	$ 62.51	$ 62.51
			Subtotal	$ 252.69
			15% Markup	$ 37.90
			Total Equipment	**$ 290.59**

Subcontractors	QTY	UM	Price	Extended
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	**$ -**

Material	QTY	UM	Price	Extended
Flowfill CLSM125	1.00	LS	$ 725.00	$ 725.00
				$ -
			Subtotal	$ 725.00
			15% Markup	$ 108.75
			Total Material	**$ 833.75**

Miscellaneous	QTY	UM	Price	Extended
				$ -
				$ -
			Subtotal	$ -
			15% Markup	
			Total Miscellaneous	**$ -**

TOTAL COST	**$ 1,542.54**

UNIT PRICE (TOTAL COST/EST. QTY) $ 1,542.54

Invoice 226398

BILL TO: JAMES CONSTRUCTION GROUP
5880 US HWY 190
BELTON, TX 76513

REMIT TO: **Primoris T & D Services, LLC**
350 Highland Dr.
Suite 200
Lewisville, TX 75067
(972) 538-5300

Customer#	Customer Reference	Inv#	Job	Inv Date	Due Date	Terms
603004	022624	226398	601363 - TIMBER POLE REMOVAL (Project #10907)	03/07/24	04/06/24	Net 30 days

Date Wrked	Description		Crew #	Unit Price	Quantity		Amount
2/26/24	ELLUMP	ELLUMP	1715100-105	1.00	6,000.00	$	6,000.00
2/26/24	ELLUMP	ELLUMP	1715100-170	1.00	6,000.00	$	6,000.00

Notes:

INTRACOMPANY
FOREMAN: GARRY SIMMONS - 105, ANTHONY WILLIAMSON - 170
TIMBER POLE REMOVAL
WORK DATES: 2/26/24
HO

Total	**$**	**12,000.00**
Sales Tax		
Less Retainage		
Total Due	**$**	**12,000.00**

LUMPSUM

LAUREN CONCRETE
P.O. BOX 3737
PFLUGERVILLE, TEXAS 78691
(512) 389-2113

CUSTOMER NUMBER: .JAMCON

INVOICE NO: **458105**

INVOICE DATE: **02/26/2024**

SOLD TO: JAMES CONSTRUCTION GROUP LLC
1760 S STEMMONS FREEWAY #300
LEWISVILLE TX 75067

SHIP TO: CR 366 & CHANDLER
WILLIAMSON CR 366

P.O. NUM: 10907-09

TERMS: NET AMT DUE ON 10TH OF MONTH AFTER SALE

DATE	TICKET #	QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
02/26/24	24023876	10.00	CLSM125	TXDOT,125,FLOW,MAX150,SAND	$ 116.50	$ 1,165.00
02/26/24	24023876	1.00	FUEL/LD	FUEL SURCHARGE / LOAD	$ 22.00	$ 22.00
02/26/24	24023876	1.00	ENV	ENVIRONMENTAL FEE	$ 10.00	$ 10.00
02/26/24	24023878	4.00	CLSM125	TXDOT,125,FLOW,MAX150,SAND	$ 116.50	$ 466.00
02/26/24	24023878	1.00	FUEL/LD	FUEL SURCHARGE / LOAD	$ 22.00	$ 22.00
02/26/24	24023878	1.00	ENV	ENVIRONMENTAL FEE	$ 10.00	$ 10.00

Dalimar Rosario
Project Engineer
James Construction Group
PA DR

the 1,16 $ 1,631.00
12 $ 44.00
13 $ 20.00

TOTAL YARDS: 14.00

PAYMENT DUE ON 03-10-24

SUBTOTAL	1,695.00
TAX	0.00
TOTAL	$ 1,695.00

PLEASE REMIT PAYMENT TO:
P.O. BOX 3737
PFLUGERVILLE, TEXAS 78691

Filling Poles

Lauren Concrete, INC.
2348 N CR 366
Taylor, TX 76574
Phone: 512-233-1324

PLANT 24

Load# 23848

TERMS AND CONDITIONS

Drivers are prohibited from delivering concrete except under the truck's own power, and where site conditions permit the safe and proper operation of the equipment. Drivers are not permitted to go beyond the curb line, except upon the authorization of the customer and his acceptance of risk for any loss or damage to the property or our equipment. This includes any wrecker or towing charges for getting out of the location.

Delivery/Terms Accepted By

X _____

Customer's Representative

UNLOADING

We allow___hr. unloading time free; any additional time will be billed at our normal rate. All deliveries are subject to sellers normal terms and conditions for delivery and credit at time of delivery. Drivers are not permitted to add water to the mix to exceed the maximum slump. Additional water added to this concrete will reduce its strength. Any water added is at customer's risk.

WAITING TIME: _____ **$120.00 per hr.** unloading charge

Water added on Job _____ **gals.**

Water requested by _____

CONCRETE received and WATER added at the request of customer subject to conditions of sale and delivery on reverse side.

Customer ID	P.O. #	Order #	Time	Date	Ticket #
.JAMCON	10907-09	152	3:24 PM	02/26/24	24023878

SOLD TO:
JAMES CONSTRUCTION GROUP LLC
1760 S STEMMONS FREEWAY #300
LEWISVILLE TX 75067

DELIVER TO:
CR 366 & CHANDLER
TAYLOR TX

QUANTITY THIS LOAD	QUANTITY ORDERED	QUANTITY DELIVERED	PRODUCT CODE	PRODUCT DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
4.00	4.00	4	CLSM125	TXDOT,125,FLOW,M	yd		
1.00	0.00		ENV	ENVIRONMENTAL FEE	ea		
1.00	0.00		FUEL/LD	FUEL SURCHARGE / LOAD	ea		

TRUCK	PLANT	SLUMP	DUE AT JOB	NOTES	SUBTOTAL	
237	24	8	4:00 PM	FLATEXT	TAX	
DRIVER	COLLIS, WAYNE			CYLINDERS TAKEN	TICKET TOTAL	
AIR ENTRAIN	ACCELERATOR	SUPER PLAS.		YES ☐ NO ☐	RUNNING TOTAL	

DELIVERY INSTRUCTIONS

Truck 237 | Driver 1395 | Disp Ticket Num 24023878 | Time 3:24 PM | Date 2/26/24

Load Size 4.00 CYDS | Mix Code CLSM125 | Seq D | Load ID 23848 | Batch Elapsed Time 1 : 42

Material	Required		Batched	% Var	% Moisture	Actual	Wat
CEM111	500.00	lb	500.00 *	0.00%			
SAN121	10215.92	lb	10140.00	-0.74%	4.50% M	52.33	gl
WATER	57.28	gl	56.80	-0.84%		56.80	gl
ADX117	40.00	oz	40.00	0.00%			

Batch Mode: Actual
Num Batches: 1

Design W/C: 3.34
Water/Cement: 2.66 A

Actual Water: 109.1 gl To Add: 40.9 gl

Filling Poles

Lauren Concrete, INC.
2348 N CR 366
Taylor, TX 76574
Phone: 512-233-1324

LAUREN CONCRETE

PLANT 24

Load# 23846

TERMS AND CONDITIONS

Drivers are prohibited from delivering concrete except under the truck's own power, and where site conditions permit the safe and proper operation of the equipment. Drivers are not permitted to go beyond the curb line, except upon the authorization of the customer and his acceptance of risk for any loss or damage to the property or our equipment. This includes any wrecker or towing charges for getting out of the location.

Delivery/Terms Accepted By

X _____

Customer's Representative

UNLOADING

We allow___hr. unloading time free; any additional time will be billed at our normal rate. All deliveries are subject to sellers normal terms and conditions for delivery and credit at time of delivery. Drivers are not permitted to add water to the mix to exceed the maximum slump. Additional water added to this concrete will reduce its strength. Any water added is at customer's risk.

WAITING TIME: _____ **$120.00 per hr.** unloading charge

Water added on Job _____ **gals.**

Water requested by _____

CONCRETE received and WATER added at the request of customer subject to conditions of sale and delivery on reverse side.

Customer ID	P.O. #	Order #	Time	Date	Ticket #
.JAMCON	10907-09	152	11:36 AM	02/26/24	24023876

SOLD TO:
JAMES CONSTRUCTION GROUP LLC
1760 S STEMMONS FREEWAY #300
LEWISVILLE TX 75067

DELIVER TO:
CR 366 & CHANDLER
TAYLOR TX

QUANTITY THIS LOAD	QUANTITY ORDERED	QUANTITY DELIVERED	PRODUCT CODE	PRODUCT DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
10.00	10.00	10	CLSM125	TXDOT,125,FLOW,M	yd		
1.00	0.00		ENV	ENVIRONMENTAL FEE	ea		
1.00	0.00		FUEL/LD	FUEL SURCHARGE / LOAD	ea		

TRUCK	PLANT	SLUMP	DUE AT JOB	NOTES	SUBTOTAL	
246	24	8	12:00 PM	FLATEXT	TAX	
DRIVER	WICKSTROM, JOHN			CYLINDERS TAKEN	TICKET TOTAL	
AIR ENTRAIN	ACCELERATOR	SUPER PLAS.		YES ☐ NO ☐	RUNNING TOTAL	

DELIVERY INSTRUCTIONS

Truck 246 | Driver 1284 | Disp Ticket Num 24023876 | Time 11:36 AM | Date 2/26/24

Load Size 10.00 CYDS | Mix Code CLSM125 | Seq D | Load ID 23846 | Batch Elapsed Time 6 : 41

Material	Required	Batched	% Var	% Moisture	Actual	Wat
CEM111	1250.00 lb	1270.00 *	1.60%			
SAN121	25539.80 lb	25460.00	-0.31%	4.50% M	131.38 gl	
WATER	218.21 gl	218.57	0.17%		218.57 gl	
ADX117	100.00 oz	100.50	0.50%			

Batch Mode: Actual | Num Batches: 2

Design W/C: 3.34

Water/Cement: 2.63 A | Actual Water: 350.0 gl | To Add: 100.0 gl

LAUREN CONCRETE
P.O. BOX 3737
PFLUGERVILLE, TEXAS 78691
(512) 389-2113

CUSTOMER NUMBER: .JAMCON

INVOICE NO: **459656**

INVOICE DATE: **03/13/2024**

SOLD TO: JAMES CONSTRUCTION GROUP LLC
1760 S STEMMONS FREEWAY #300
LEWISVILLE TX 75067

SHIP TO: CR 366 - 5 MILES FROM FM 3349
WILLIAMSON CR 366

P.O. NUM: 10907-09

TERMS: NET AMT DUE ON 10TH OF MONTH AFTER SALE

DATE	TICKET #	QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
03/13/24	24024083	6.00	CLSM125	TXDOT,125,FLOW,MAX150,SAND	$ 116.50	$ 699.00
03/13/24	24024083	1.00	FUEL/LD	FUEL SURCHARGE / LOAD	$ 16.00	$ 16.00
03/13/24	24024083	1.00	ENV	ENVIRONMENTAL FEE	$ 10.00	$ 10.00

Dalimar Rosario
Project Engineer
James Construction Group

EA Inv 1,16 $ 699.00
DR 12 $ 10.00
13 $16.00

TOTAL YARDS: 6.00

PAYMENT DUE ON 04-10-24

SUBTOTAL	725.00
TAX	0.00
TOTAL	$ 725.00

Filling Poles

PLEASE REMIT PAYMENT TO:
P.O. BOX 3737
PFLUGERVILLE, TEXAS 78691

Lauren Concrete, INC.
2348 N CR 366
Taylor, TX 76574
Phone: 512-233-1324

LAUREN CONCRETE

PLANT 24

Load# 24053

TERMS AND CONDITIONS

Drivers are prohibited from delivering concrete except under the truck's own power, and where site conditions permit the safe and proper operation of the equipment. Drivers are not permitted to go beyond the curb line, except upon the authorization of the customer and his acceptance of risk for any loss or damage to the property or our equipment. This includes any wrecker or towing charges for getting out of the location.

UNLOADING

We allow___hr. unloading time free; any additional time will be billed at our normal rate. All deliveries are subject to sellers normal terms and conditions for delivery and credit at time of delivery. Drivers are not permitted to add water to the mix to exceed the maximum slump. Additional water added to this concrete will reduce its strength. Any water added is at customer's risk.

WAITING TIME: _____ **$120.00 per hr.** unloading charge

Delivery/Terms Accepted By

Water added on Job _____ **gals.**

X _____

Water requested by _____

Customer's Representative

CONCRETE received and WATER added at the request of customer subject to conditions of sale and delivery on reverse side.

Customer ID	P.O. #	Order #	Time	Date	Ticket #
.JAMCON	10907-09	197	1:48 PM	03/13/24	24024083

SOLD TO:
JAMES CONSTRUCTION GROUP LLC
1760 S STEMMONS FREEWAY #300
LEWISVILLE TX 75067

DELIVER TO:
CR 366 - 5 MILES FROM FM 3349
TAYLOR TX

QUANTITY THIS LOAD	QUANTITY ORDERED	QUANTITY DELIVERED	PRODUCT CODE	PRODUCT DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
6.00	6.00	6	CLSM125	TXDOT,125,FLOW,M	yd		
1.00	0.00		ENV	ENVIRONMENTAL FEE	ea		
1.00	0.00		FUEL/LD	FUEL SURCHARGE / LOAD	ea		

TRUCK	PLANT	SLUMP	DUE AT JOB	NOTES	SUBTOTAL	
286	24	5	2:00 PM	FLATEXT	TAX	
DRIVER	BAKER, ROGER			CYLINDERS TAKEN	TICKET TOTAL	
AIR ENTRAIN	ACCELERATOR	SUPER PLAS.		YES ☐ NO ☐	RUNNING TOTAL	

DELIVERY INSTRUCTIONS: Carlos g parker and cr 366

Truck 286 | Driver 1530 | Disp Ticket Num 24024083 | Time 1:48 PM | Date 3/13/24

Load Size 6.00 CYDS | Mix Code CLSM125 | Seq D | Load ID 24053 | Batch Elapsed Time 4 : 14

Material	Required	Batched	% Var	% Moisture	Actual	Wat
CEM111	750.00 lb	735.00 *	-2.00%			
SAN121	15250.56 lb	15200.00	-0.33%	4.00% M	70.06 gl	
WATER	197.71 gl	198.20	0.25%		198.20 gl	
ADX117	60.00 oz	59.50	-0.83%			

Batch Mode: Actual | Num Batches: 2

Design W/C: 3.34

Water/Cement: 3.27 A | Actual Water: 268.3 gl | To Add: 11.7 gl

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24)		
			----------Hours----------										Total Gross	Deductions	Net Pay
RUTLEDGE, HOMER SCOTT - 233027	1344 CR OPER, HYDROLIC 80 TON OR <	RT Hourly	8.00	8.00	8.00	8.00	8.00	0.00	0.00	40.00	34.000	1,360.00	FED W/H TAX	60.05	
M/EX: *M/0*															
Race/Sex *W/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	75.42	
Check # *0702030824*															
									Other Non Taxable			**0.00**	MEDI - EE	17.64	
									Project Total			**1,360.00**	MEDI ADDL		
													Medical	138.86	
													Other	12.42	
													1,363.90	**304.39**	**1,059.51**
TORRES HERRERA, ALEJANDRO - 239971	1151 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	9.00	0.00	0.00	0.00	0.00	9.00	24.000	216.00	FED W/H TAX	114.46	
M/EX: *H/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	88.53	
Check # *0702030824*															
									Other Non Taxable			**0.00**	MEDI - EE	20.70	
									Project Total			**216.00**	MEDI ADDL		
													Other		
													1,428.00	**223.69**	**1,204.31**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24)		
			----------Hours----------										Total Gross	Deductions	Net Pay
GOMEZ MATA, RODRIGO - 240634	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	9.00	0.00	0.00	0.00	0.00	29.00	24.000	696.00	FED W/H TAX	44.51	
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	87.26	
Check # *0702030824*									Other Non Taxable			**0.00**	MEDI - EE	20.41	
									Project Total			**696.00**	MEDI ADDL		
													Medical	21.40	
													Other	6.33	
													1,430.64	**179.91**	**1,250.73**
GOMEZ MATA, ADAN - 240636	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	13.00	0.00	0.00	0.00	0.00	33.00	24.000	792.00	FED W/H TAX	32.26	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	88.54	
Check # *0702030824*									Other Non Taxable			**0.00**	MEDI - EE	20.71	
									Project Total			**792.00**	MEDI ADDL		
													Other		
													1,428.00	**141.51**	**1,286.49**

Certified Payroll Transcript

Period **2/26/2024** - **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
PLATTER, CODY BLAINE - 241151	1347 EXCAVATOR OPERATOR <50,000 LBS	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	25.000	1,000.00	FED W/H TAX	68.00	
M/EX: *S/0*															
Race/Sex *W/M* ***EEO:***	1347 EXCAVATOR OPERATOR <50,000 LBS	OT Hourly	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00	37.500	375.00	FICA - EE	85.06	
Check # *0702030824*															
									Other Taxable			**0.00**	MEDI - EE	19.89	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,375.00**	Other	12.71	
													1,375.00	**185.66**	**1,189.34**
TREJO LEYVA, JAIME - 243880	1306 CRAWLER TRACTOR	RT Hourly	10.00	13.00	11.00	6.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	198.33	
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***	1306 CRAWLER TRACTOR	OT Hourly	0.00	0.00	0.00	5.00	10.00	0.00	0.00	15.00	36.000	540.00	FICA - EE	100.11	
Check # *0702030824*															
									Other Taxable			**0.00**	MEDI - EE	23.42	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,500.00**	Medical	162.46	
													Other	17.44	
													1,790.76	**501.76**	**1,289.00**
OLIVARES Jr, LUIS GERARDO - 245997	1151 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	16.00	0.00	0.00	0.00	0.00	16.00	22.500	360.00	FED W/H TAX	143.63	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	74.44	
Check # *0702030824*															
									Other Non Taxable			**0.00**	MEDI - EE	17.41	
									Project Total			**360.00**	MEDI ADDL		
													Other	3.07	
													1,203.75	**238.55**	**965.20**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
NAVA CHAVEZ, GILBERTO - 246595	1348 EXCAVATOR OPERATOR >50,000 LBS	RT Hourly	10.00	0.00	11.00	10.00	9.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	40.73	
M/EX: *M/2*															
Race/Sex *H/M* ***EEO:***	1348 EXCAVATOR OPERATOR >50,000 LBS	OT Hourly	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	36.000	36.00	FICA - EE	54.94	
Check # *0702030824*															
									Other Taxable			**0.00**	MEDI - EE	12.85	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**996.00**	Medical	112.64	
													Other	2.76	
													998.76	**223.92**	**774.84**
GARCIA, ALBERTO - 246781	1151 FORM BUILDER - STRUCTURES	RT Hourly	12.00	12.00	14.00	2.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	133.34	
M/EX: *M/2*															
Race/Sex *H/M* ***EEO:***	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	10.00	12.00	0.00	0.00	22.00	36.000	792.00	FICA - EE	108.62	
Check # *0702030824*															
									Other Taxable			**0.00**	MEDI - EE	25.40	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,752.00**	401K-TROWEPR	87.60	
													Other		
													1,752.00	**354.96**	**1,397.04**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24)		
			----------Hours----------										Total Gross	Deductions	Net Pay
PEREZ, MARCO - 285058	1151 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	9.00	0.00	0.00	0.00	0.00	9.00	27.000	243.00	FED W/H TAX	118.91	
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	100.86	
Check # *0702030824*									Other Non Taxable			**0.00**	MEDI - EE	23.59	
									Project Total			**243.00**	MEDI ADDL		
													Medical	21.40	
													Other	4.78	
													1,649.98	**269.54**	**1,380.44**
TORRES Jr, CARLOS - 285687	1390 MOTOR GRADER-FINE GR	RT Hourly	10.00	13.00	11.00	6.00	0.00	0.00	0.00	40.00	30.000	1,200.00	FED W/H TAX	290.36	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***	1390 MOTOR GRADER-FINE GR	OT Hourly	0.00	0.00	0.00	5.00	10.00	0.00	0.00	15.00	45.000	675.00	FICA - EE	125.91	
Check # *0702030824*									Other Taxable			**0.00**	MEDI - EE	29.45	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,875.00**	401K-TROWEPR	134.10	
													ROTH-TROWEPI	89.40	
													Medical	194.08	
													Other	171.45	
													2,238.44	**1,034.75**	**1,203.69**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
LOPEZ TENO, JOSE ANTONIO - 285688	1347 EXCAVATOR OPERATOR	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	30.000	1,200.00	FED W/H TAX	260.55	
M/EX: *S/0*	<50,000 LBS														
Race/Sex *H/M* ***EEO:***	1347 EXCAVATOR OPERATOR	OT Hourly	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00	45.000	450.00	FICA - EE	117.64	
Check # *0702030824*	<50,000 LBS														
									Other Taxable			**0.00**	MEDI - EE	27.51	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,650.00**	ROTH-TROWEPI	100.50	
													Medical	108.79	
													Other	99.07	
													2,013.44	**714.06**	**1,299.38**
AHUMADA AVINA, IGNACIO - 285691	1347 EXCAVATOR OPERATOR	RT Hourly	10.00	13.00	11.00	6.00	0.00	0.00	0.00	40.00	28.000	1,120.00	FED W/H TAX	300.28	
M/EX: *S/0*	<50,000 LBS														
Race/Sex *H/M* ***EEO:***	1347 EXCAVATOR OPERATOR	OT Hourly	0.00	0.00	0.00	5.00	10.00	0.00	0.00	15.00	42.000	630.00	FICA - EE	128.85	
Check # *0702030824*	<50,000 LBS														
									Other Taxable			**0.00**	MEDI - EE	30.14	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,750.00**	ROTH-TROWEPI	125.16	
													Other	9.59	
													2,086.00	**594.02**	**1,491.98**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
SIMENTAL CARRILLO, MANUEL J - 286710	1347 EXCAVATOR OPERATOR <50,000 LBS	RT Hourly	10.00	10.50	10.00	9.50	0.00	0.00	0.00	40.00	23.000	920.00	FED W/H TAX	98.35	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***	1347 EXCAVATOR OPERATOR <50,000 LBS	OT Hourly	0.00	0.00	0.00	0.50	10.00	0.00	0.00	10.50	34.500	362.25	FICA - EE	70.52	
Check # *0702030824*															
									Other Taxable			**0.00**	MEDI - EE	16.50	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,282.25**	Medical	138.86	
													Other	11.48	
													1,284.89	**335.71**	**949.18**
FLORES GARCIA, OSCAR - 288818	1151 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	6.00	0.00	0.00	0.00	0.00	6.00	24.000	144.00	FED W/H TAX	135.82	
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	88.93	
Check # *0702030824*															
									Other Non Taxable			**0.00**	MEDI - EE	20.80	
									Project Total			**144.00**	MEDI ADDL		
													Medical	21.40	
													Other	32.73	
													1,466.64	**299.68**	**1,166.96**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
CHAVEZ GUTIERREZ, JOSE - 289333	1369 LOADER OPER-3CY OR <	RT Hourly	10.00	13.50	11.00	5.50	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	82.48	
M/EX: *H/0*	1369 LOADER OPER-3CY OR <	OT Hourly	0.00	0.00	0.00	4.50	10.00	0.00	0.00	14.50	36.000	522.00	FICA - EE	91.88	
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	MEDI - EE	21.49	
Check # *0702030824*									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,482.00**	Other	44.94	
													1,482.00	**240.79**	**1,241.21**
PINEDA GALLEGOS, JESUS - 290619	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	13.00	0.00	0.00	0.00	0.00	33.00	24.000	792.00	FED W/H TAX	3.41	
M/EX: *S/0*									Other Taxable			**0.00**	FICA - EE	88.54	
Race/Sex *H/M* ***EEO:***									Other Non Taxable			**0.00**	MEDI - EE	20.71	
Check # *0702030824*									Project Total			**792.00**	MEDI ADDL		
													Other		
													1,428.00	**112.66**	**1,315.34**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
SANCHEZ, RAFAEL - 290710	1372 FRONT END LOADER OPER- > 3 CY	RT Hourly	10.00	5.00	0.00	0.00	0.00	0.00	0.00	15.00	28.000	420.00	FED W/H TAX	50.27	
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***	1372 FRONT END LOADER OPER- > 3 CY	OT Hourly	0.00	0.00	0.00	0.00	5.00	0.00	0.00	5.00	42.000	210.00	FICA - EE	98.09	
Check # *0702030824*															
									Other Taxable			**0.00**	MEDI - EE	22.94	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**630.00**	401K-TROWEPR	126.56	
													ROTH-TROWEPI	63.28	
													Other	76.58	
													1,582.00	**437.72**	**1,144.28**
FLORES, JASON - 293668	1124 CONCRETE FINISHER	RT Hourly	0.00	0.00	6.00	0.00	0.00	0.00	0.00	6.00	23.000	138.00	FED W/H TAX	114.20	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	84.23	
Check # *0702030824*									Other Non Taxable			**0.00**	MEDI - EE	19.70	
									Project Total			**138.00**	MEDI ADDL		
													401K-TROWEPR	126.27	
													Medical	43.32	
													Other	6.19	
													1,405.53	**393.91**	**1,011.62**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
HERNANDEZ SOTO I, DIEGO DE JESUS - 29973	1151 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	6.00	0.00	0.00	0.00	0.00	6.00	23.000	138.00	FED W/H TAX	145.58	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	86.98	
Check # *0702030824*															
									Other Non Taxable			**0.00**	MEDI - EE	20.34	
									Project Total			**138.00**	MEDI ADDL		
													401K-TROWEPR	28.06	
													ROTH-TROWEPI	42.09	
													Other	1.53	
													1,403.00	**324.58**	**1,078.42**
SANCHEZ I, SERGIO - 306280	1175 LABORER-UTILITY	RT Hourly	0.00	13.00	11.00	11.00	5.00	0.00	0.00	40.00	19.000	760.00	FED W/H TAX	87.95	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***	1175 LABORER-UTILITY	OT Hourly	0.00	0.00	0.00	0.00	5.00	0.00	0.00	5.00	28.500	142.50	FICA - EE	66.56	
Check # *0702030824*															
									Other Taxable			**0.00**	MEDI - EE	15.56	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**902.50**	401K-TROWEPR	22.61	
													ROTH-TROWEPI	33.92	
													Medical	54.67	
													Other	8.40	
													1,132.68	**289.67**	**843.01**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
HEITMAN, JOSHUA - 307645	1390 MOTOR GRADER-FINE GR	RT Hourly	10.00	14.00	10.00	6.00	0.00	0.00	0.00	40.00	25.000	1,000.00	FED W/H TAX	136.14	
M/EX: *S/0*															
Race/Sex *W/M* ***EEO:***	1390 MOTOR GRADER-FINE GR	OT Hourly	0.00	0.00	0.00	5.00	10.00	0.00	0.00	15.00	37.500	562.50	FICA - EE	93.43	
Check # *0702030824*															
									Other Taxable			**0.00**	MEDI - EE	21.86	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,562.50**	Medical	43.32	
													Other	17.40	
													1,565.03	**312.15**	**1,252.88**
SUAREZ VASQUEZ, JOSE - 308162	1151 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	15.00	0.00	0.00	0.00	0.00	15.00	20.500	307.50	FED W/H TAX	0.52	
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	79.44	
Check # *0702030824*															
									Other Non Taxable			**0.00**	MEDI - EE	18.57	
									Project Total			**307.50**	MEDI ADDL		
													Other		
													1,281.25	**98.53**	**1,182.72**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
BOLIVAR, JOSE HECTOR - 308232	1124 FORM BUILDER - STRUCTURES	RT Hourly	0.00	0.00	6.00	0.00	0.00	0.00	0.00	6.00	24.000	144.00	FED W/H TAX	15.07	
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	86.96	
Check # *0702030824*									Other Non Taxable			**0.00**	MEDI - EE	20.34	
									Project Total			**144.00**	MEDI ADDL		
													Medical	55.64	
													Other	16.41	
													1,466.64	**194.42**	**1,272.22**
YANES GALINDO, CARLOS - 309821	1151 FORM BUILDER - STRUCTURES	RT Hourly	11.00	11.00	13.00	5.00	0.00	0.00	0.00	40.00	21.000	840.00	FED W/H TAX	107.89	
M/EX: *H/0*															
Race/Sex *H/M* ***EEO:***	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	6.00	11.00	0.00	0.00	17.00	31.500	535.50	FICA - EE	85.14	
Check # *0702030824*									Other Taxable			**0.00**	MEDI - EE	19.91	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,375.50**	Other	5.18	
													1,375.50	**218.12**	**1,157.38**
AVILES, CANDIDO - 313641	1369 LOADER OPER-3CY OR <	RT Hourly	10.00	13.00	11.00	6.00	0.00	0.00	0.00	40.00	26.000	1,040.00	FED W/H TAX	118.69	
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***	1369 LOADER OPER-3CY OR <	OT Hourly	0.00	0.00	0.00	5.00	10.00	0.00	0.00	15.00	39.000	585.00	FICA - EE	100.75	
Check # *0702030824*									Other Taxable			**0.00**	MEDI - EE	23.56	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,625.00**	Other		
													1,625.00	**243.00**	**1,382.00**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
SARMIENTO, ANGEL - 315400	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	13.50	11.00	5.50	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	184.42	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	4.50	10.00	0.00	0.00	14.50	36.000	522.00	FICA - EE	109.74	
Check # *0702030824*															
									Other Taxable			**0.00**	MEDI - EE	25.66	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,482.00**	Other		
													1,770.00	**319.82**	**1,450.18**
HARRIS, STORMIE LEIGHANN - 318003	1175 LABORER-UTILITY	RT Hourly	10.50	0.00	0.00	0.00	0.00	0.00	0.00	10.50	14.000	147.00	FED W/H TAX		
M/EX: *S/0*															
Race/Sex *W/F* ***EEO:***									Other Taxable			**0.00**	FICA - EE	9.11	
Check # *0702030824*									Other Non Taxable			**0.00**	MEDI - EE	2.13	
									Project Total			**147.00**	MEDI ADDL		
													Other		
													147.00	**11.24**	**135.76**

Certified Payroll Transcript

Period **2/26/2024** **-** **3/3/2024**

Job: **22IFB138**

Contract: **10907 WILLIAMSON CR 366**

Job Totals	Hours	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Project Amounts	****** Weekly Totals ****** (Week Ending 3/3/24) Total Gross	Deductions	Net Pay
	RT Hourly	191.50	202.50	271.00	106.50	22.00	0.00	0.00	793.50	19,777.50	FED W/H TAX	3,086.20	
	OT Hourly	0.00	0.00	0.00	50.50	134.00	0.00	0.00	184.50	6,939.75	FICA - EE	2,476.48	
								Other Taxable		**0.00**	MEDI - EE	579.19	
								Other Non Taxable		**0.00**	MEDI ADDL		
								Project Total		**26,717.25**	401K-TROWEPRI	525.20	
											ROTH-TROWEPF	454.35	
											Medical	1,116.84	
											Other	560.46	
											41,173.83	**8,798.72**	**32,375.11**

Date 3/11/2024 State Project Number: 22IFB138

CSJ Number:

I, _____ _____

(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

James Construction Group, LLC on the

(Contractor or Subcontractor)

Job: 10907 WILLIAMSON CR 366

_____ ; that during the payroll period commencing on the

(Building or Work)

26 day of February , 2024 , and ending the 3 day of March , 2024 , Week #: 0

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

James Construction Group, LLC

(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U. S. C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Transcript

Period 3/11/2024 - 3/17/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/17/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
RUTLEDGE, HOMER SCOTT - 233027	1344 CR OPER, HYDROLIC 80 TON OR <	RT Hourly	8.00	8.00	8.00	8.00	8.00	0.00	0.00	40.00	34.000	1,360.00	FED W/H TAX	60.05	
M/EX: *M/0*															
Race/Sex *W/M* ***EEO:***															
Check # *0702032224*															
									Other Taxable			**0.00**	FICA - EE	75.43	
									Other Non Taxable			**0.00**	MEDI - EE	17.63	
									Project Total			**1,360.00**	MEDI ADDL		
													Medical	138.86	
													Other	12.42	
													1,363.90	**304.39**	**1,059.51**
PLATTER, CODY BLAINE - 241151	1347 EXCAVATOR OPERATOR <50,000 LBS	RT Hourly	10.00	11.00	13.00	6.00	0.00	0.00	0.00	40.00	25.000	1,000.00	FED W/H TAX	35.00	
M/EX: *S/0*															
Race/Sex *W/M* ***EEO:***	1347 EXCAVATOR OPERATOR <50,000 LBS	OT Hourly	0.00	0.00	0.00	4.00	2.00	0.00	0.00	6.00	37.500	225.00	FICA - EE	75.76	
Check # *0702032224*															
									Other Taxable			**0.00**	MEDI - EE	17.71	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,225.00**	Other	12.71	
													1,225.00	**141.18**	**1,083.82**

Certified Payroll Transcript

Period 3/11/2024 - 3/17/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/17/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
TREJO LEYVA, JAIME - 243880	1306 CRAWLER TRACTOR	RT Hourly	0.00	0.00	10.00	0.00	0.00	0.00	0.00	10.00	24.000	240.00	FED W/H TAX	64.89	
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***															
Check # *0702032224*															
									Other Taxable			**0.00**	FICA - EE	53.24	
									Other Non Taxable			**0.00**	MEDI - EE	12.45	
									Project Total			**240.00**	MEDI ADDL		
													Medical	162.46	
													Other	17.44	
													1,034.76	**310.48**	**724.28**
NAVA CHAVEZ, GILBERTO - 246595	1348 EXCAVATOR OPERATOR >50,000 LBS	RT Hourly	10.00	11.00	13.00	6.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	61.55	
M/EX: *M/2*															
Race/Sex *H/M* ***EEO:***	1348 EXCAVATOR OPERATOR >50,000 LBS	OT Hourly	0.00	0.00	0.00	4.00	2.00	0.00	0.00	6.00	36.000	216.00	FICA - EE	66.10	
Check # *0702032224*															
									Other Taxable			**0.00**	MEDI - EE	15.46	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,176.00**	Medical	112.64	
													Other	2.76	
													1,178.76	**258.51**	**920.25**

Certified Payroll Transcript

Period 3/11/2024 - 3/17/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/17/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
GARCIA, ALBERTO - 246781	1151 FORM BUILDER - STRUCTURES	RT Hourly	12.00	7.00	8.00	4.00	0.00	0.00	0.00	31.00	24.000	744.00	FED W/H TAX	88.20	
M/EX: *M/2*															
Race/Sex *H/M* ***EEO:***	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	8.00	3.00	0.00	0.00	11.00	36.000	396.00	FICA - EE	84.07	
Check # *0702032224*															
									Other Taxable			**0.00**	MEDI - EE	19.66	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,140.00**	401K-TROWEF	67.80	
													Other		
													1,356.00	**259.73**	**1,096.27**
TORRES Jr, CARLOS - 285687	1390 MOTOR GRADER-FINE GR	RT Hourly	0.00	0.00	11.00	0.00	0.00	0.00	0.00	11.00	30.000	330.00	FED W/H TAX	187.99	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	95.22	
Check # *0702032224*									Other Non Taxable			**0.00**	MEDI - EE	22.27	
									Project Total			**330.00**	MEDI ADDL		
													401K-TROWEF	104.40	
													ROTH-TROWE	69.60	
													Medical	194.08	
													Other	171.45	
													1,743.44	**845.01**	**898.43**

Certified Payroll Transcript

Period 3/11/2024 - 3/17/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/17/24) Total Gross	Deductions	Net Pay
LOPEZ TENO, JOSE ANTONIO - 285688	1347 EXCAVATOR OPERATOR <50,000 LBS	RT Hourly	10.00	11.00	11.00	0.00	0.00	0.00	0.00	32.00	30.000	960.00	FED W/H TAX	131.85	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***															
Check # *0702032224*															
									Other Taxable			**0.00**	FICA - EE	81.37	
									Other Non Taxable			**0.00**	MEDI - EE	19.03	
									Project Total			**960.00**	MEDI ADDL		
													ROTH-TROWE	71.25	
													Medical	108.79	
													Other	54.83	
													1,428.44	**467.12**	**961.32**
CHAVEZ GUTIERREZ, JOSE - 289333	1369 LOADER OPER-3CY OR <	RT Hourly	10.00	11.00	13.00	6.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	45.76	
M/EX: *H/0*															
	1369 LOADER OPER-3CY OR <	OT Hourly	0.00	0.00	0.00	4.00	2.00	0.00	0.00	6.00	36.000	216.00	FICA - EE	72.91	
Race/Sex *H/M* ***EEO:***															
Check # *0702032224*															
									Other Taxable			**0.00**	MEDI - EE	17.05	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,176.00**	Other	44.94	
													1,176.00	**180.66**	**995.34**

Certified Payroll Transcript

Period 3/11/2024 - 3/17/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/17/24) Total Gross	Deductions	Net Pay
SANCHEZ, RAFAEL - 290710	1372 FRONT END LOADER OPER- > 3 CY	RT Hourly	0.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00	28.000	280.00	FED W/H TAX		
M/EX: *M/0*															
Race/Sex *H/M* ***EEO:***															
Check # *0702032224*															
									Other Taxable			**0.00**	FICA - EE	69.44	
									Other Non Taxable			**0.00**	MEDI - EE	16.24	
									Project Total			**280.00**	MEDI ADDL		
													401K-TROWEF	89.60	
													ROTH-TROWE	44.80	
													Other	161.42	
													1,120.00	**381.50**	**738.50**
SANCHEZ I, SERGIO - 306280	1175 LABORER-UTILITY	RT Hourly	0.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00	19.000	190.00	FED W/H TAX	51.09	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***															
Check # *0702032224*															
									Other Taxable			**0.00**	FICA - EE	47.12	
									Other Non Taxable			**0.00**	MEDI - EE	11.02	
									Project Total			**190.00**	MEDI ADDL		
													401K-TROWEF	16.34	
													ROTH-TROWE	24.51	
													Medical	54.67	
													Other	8.40	
													819.18	**213.15**	**606.03**

Certified Payroll Transcript

Period 3/11/2024 - 3/17/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/17/24) Total Gross	Deductions	Net Pay
			----------Hours----------												
HEITMAN, JOSHUA - 307645	1390 MOTOR GRADER-FINE GR	RT Hourly	10.00	11.00	13.00	6.00	0.00	0.00	0.00	40.00	25.000	1,000.00	FED W/H TAX	63.71	
M/EX: *S/0*															
Race/Sex *W/M* ***EEO:***	1390 MOTOR GRADER-FINE GR	OT Hourly	0.00	0.00	0.00	4.00	2.00	0.00	0.00	6.00	37.500	225.00	FICA - EE	72.50	
Check # *0702032224*															
									Other Taxable			**0.00**	MEDI - EE	16.96	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,225.00**	Medical	43.32	
													Other	17.40	
													1,227.53	**213.89**	**1,013.64**
YANES GALINDO, CARLOS - 309821	1151 FORM BUILDER - STRUCTURES	RT Hourly	11.00	6.50	8.00	7.00	0.00	0.00	0.00	32.50	22.000	715.00	FED W/H TAX	72.19	
M/EX: *H/0*															
Race/Sex *H/M* ***EEO:***	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	4.00	2.00	0.00	0.00	6.00	33.000	198.00	FICA - EE	66.69	
Check # *0702032224*															
									Other Taxable			**0.00**	MEDI - EE	15.60	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**913.00**	Other	5.18	
													1,078.00	**159.66**	**918.34**

Certified Payroll Transcript

Period 3/11/2024 - 3/17/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 3/17/24) Total Gross	Deductions	Net Pay
SARMIENTO, ANGEL - 315400	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	11.00	13.00	6.00	0.00	0.00	0.00	40.00	24.000	960.00	FED W/H TAX	54.89	
M/EX: *S/0*															
Race/Sex *H/M* ***EEO:***	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	4.00	2.00	0.00	0.00	6.00	36.000	216.00	FICA - EE	72.91	
Check # *0702032224*															
									Other Taxable			**0.00**	MEDI - EE	17.05	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,176.00**	Other		
													1,176.00	**144.85**	**1,031.15**
HARRIS, WILLIAM - 317992	1175 LABORER-UTILITY	RT Hourly	2.00	8.00	0.00	0.00	2.00	0.00	0.00	12.00	14.000	168.00	FED W/H TAX		
M/EX: *S/0*															
Race/Sex *W/M* ***EEO:***									Other Taxable			**0.00**	FICA - EE	26.04	
Check # *0702032224*									Other Non Taxable			**0.00**	MEDI - EE	6.09	
									Project Total			**168.00**	MEDI ADDL		
													Other		
													420.00	**32.13**	**387.87**
HARRIS, STORMIE LEIGHANN - 318003	1175 LABORER-UTILITY	RT Hourly	2.00	0.00	0.00	0.00	2.00	0.00	0.00	4.00	14.000	56.00	FED W/H TAX	4.12	
M/EX: *S/0*															
Race/Sex *W/F* ***EEO:***									Other Taxable			**0.00**	FICA - EE	19.96	
Check # *0702032224*									Other Non Taxable			**0.00**	MEDI - EE	4.67	
									Project Total			**56.00**	MEDI ADDL		
													Other		
													322.00	**28.75**	**293.25**

Certified Payroll Transcript

Period 3/11/2024 - 3/17/2024
Job: 22IFB138
Contract: 10907 WILLIAMSON CR 366

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts
			----------Hours----------									
SANCHEZ, CARLOS EDUARDO - 318425	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	6.00	7.00	10.00	0.00	0.00	0.00	33.00	22.000	726.00
M/EX: *S/0*												
Race/Sex *H/M* ***EEO:***	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00	33.000	66.00
Check # *0702032224 0702032224 702031024*												
									Other Taxable			**0.00**
									Other Non Taxable			**0.00**
									Project Total			**792.00**

****** Weekly Totals ******
(Week Ending 3/17/24)

Total Gross	Deductions	Net Pay
	FED W/H TAX	27.29
	FICA - EE	58.65
	MEDI - EE	13.71
	MEDI ADDL	
	Other	
946.00	**99.65**	**846.35**

Job Totals	*Hours*	*Mon*	*Tue*	*Wed*	*Thu*	*Fri*	*Sat*	*Sun*	*Total*	*Project Amounts*
	RT Hourly	105.00	121.50	128.00	59.00	12.00	0.00	0.00	425.50	10,649.00
	OT Hourly	0.00	0.00	0.00	32.00	17.00	0.00	0.00	49.00	1,758.00
								Other Taxable		**0.00**
								Other Non Taxable		**0.00**
								Project Total		**12,407.00**

****** *Weekly Totals* ******
(Week Ending 3/17/24)

Total Gross	*Deductions*	*Net Pay*
	FED W/H TAX	948.58
	FICA - EE	1,037.41
	MEDI - EE	242.60
	MEDI ADDL	
	401K-TROWEP	278.14
	ROTH-TROWE	210.16
	Medical	814.82
	Other	508.95
17,615.01	**4,040.66**	**13,574.35**

Date 3/20/2024 State Project Number: 22IFB138

CSJ Number:

I, _____ _____

(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

James Construction Group, LLC on the

(Contractor or Subcontractor)

Job: 10907 WILLIAMSON CR 366

(Building or Work)

; that during the payroll period commencing on the

11 day of March , 2024, and ending the 17 day of March , 2024 , Week #: 0

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

James Construction Group, LLC

(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U. S. C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Texas
Department
of Transportation
Form 316 (Rev.09-04)

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County WILLIAMSON Project CR 366 CSJ 3486-01-008 Highway CR 366

Date 02-26-24 Station 74+00 to Station 35+00

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
Concrete truck			
		Total	

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Joshua Heitman	3				
Gilberto Nava	3				
				Total	

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Concrete truck	15 yards	
Poured flow fill in holes		
TD with PSC - Removed poles		

_____ CONTRACTOR

_____ INSPECTOR

by _____ SIGNATURE AND TITLE

_____ AREA ENGINEER

Texas
Department
of Transportation
Form 316 (Rev.09-04)

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County WILLIAMSON Project CR 366 CSJ 3486-01-008 Highway CR 366

Date 02-28-24 Station 74+00 to Station 35+00

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
loader CW-497			
		Total	

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Cody Platter	3				
Gilberto Nava	3				
Jose Chavez	3				
			Total		

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
moving poles / picking up excess spoil from poles		

CONTRACTOR

INSPECTOR

by _____

SIGNATURE AND TITLE

AREA ENGINEER

Texas
Department
of Transportation
Form 316 (Rev.09-04)

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County WILLIAMSON Project CR 366 CSJ 3486-01-008 Highway CR 366

Date 02-29-24 Station 74+00 to Station 35+00

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
mini excavator	2		
		Total	

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Cody Plotter operator	2				
Gilberto Nava	2				
Joshua Heitman	2				
				Total	

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
removing top of flow fill / leveling out area.		

CONTRACTOR

INSPECTOR

by _____

SIGNATURE AND TITLE

AREA ENGINEER

Texas Department of Transportation
Form 316 (Rev.09-04)

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County WILLIAMSON Project CR 366 CSJ 3486-01-008 Highway CR 366

Date 3/13/2024 Station ~~34+00~~ 34+00 to Station 74+00

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
2022 RAM 1500	2		
TAKUECHI T370	2		
BOMAG 46" SD Double Drum	1		
		Total	

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Joshua Heitzman	3				
Gilberto Nava Chavez	3				
Cody Platter	3				
Angel Sarmiento	1				
				Total	

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
flowfill CLSM 125	CY	6

CONTRACTOR

INSPECTOR

by _____

SIGNATURE AND TITLE

AREA ENGINEER

EquipmentWatch™

www.equipmentwatch.com

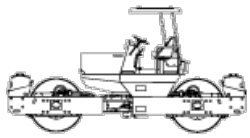
All prices shown in US dollars ($)

Rental Rate Blue Book®

March 20, 2024

BOMAG BW120SL-5
Tandem Vibratory Compactors

Size Class:
1.5 - 3.4 mt
Weight:
N/A



Configuration for BW120SL-5

Drum Width	**50 in**	Horsepower	**24.8 hp**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $7,695.00	USD $2,155.00	USD $540.00	USD $81.00	USD $19.62	USD $63.34
Adjustments						
Region (Texas: 98.1%)	(USD $146.21)	(USD $40.94)	(USD $10.26)	(USD $1.54)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,548.79**	**USD $2,114.05**	**USD $529.74**	**USD $79.46**	**USD $19.62**	**USD $62.51**

Non-Active Use Rates

	Hourly
Standby Rate	USD $21.45
Idling Rate	USD $45.31

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25%	USD $1,923.75/mo
Overhaul (ownership)	52%	USD $4,001.40/mo
CFC (ownership)	12%	USD $923.40/mo
Indirect (ownership)	11%	USD $846.45/mo
Fuel (operating) @ USD 4.15	12.33%	USD $2.42/hr

Revised Date: 1st quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Lindsey Bohanan (lbohanan@prim.com)

www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US Dollars ($)

Rental Rate Blue Book®

February 16, 2024

Caterpillar 930M
4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 hp
Weight:
N/A



Configuration for 930M

Horsepower	**154.0 hp**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,435.00	USD $1,800.00	USD $450.00	USD $68.00	USD $24.97	USD $61.53
Adjustments						
Region (Texas: 98%)	(USD $128.70)	(USD $36.00)	(USD $9.00)	(USD $1.36)		
Model Year (2015: 98.03%)	(USD $124.31)	(USD $34.77)	(USD $8.69)	(USD $1.31)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,182.00**	**USD $1,729.23**	**USD $432.31**	**USD $65.33**	**USD $24.97**	**USD $60.09**

Non-Active Use Rates

	Hourly
Standby Rate	USD $17.56
Idling Rate	USD $44.26

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	39%	USD $2,509.65/mo
Overhaul (ownership)	32%	USD $2,059.20/mo
CFC (ownership)	18%	USD $1,158.30/mo
Indirect (ownership)	11%	USD $707.85/mo
Fuel (operating) @ USD 4.15	36.6%	USD $9.14/hr

Revised Date: 1st quarter 2024

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www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

February 3, 2023

RAM 1500 SPORT 4x4 Gas (disc. 2018)
Light Duty Trucks

Size Class:
2
Weight:
N/A



Configuration for 1500 SPORT 4x4 Gas (disc. 2018)

Power Mode	**Gasoline**	Wheelbase	**120 Inches**
Model Trim	**Sport**	Gross Vehicle Weight Rating	**6300 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,500.00	USD $700.00	USD $175.00	USD $26.00	USD $28.05	USD $42.25
Adjustments						
Region (Texas: 99.4%)	(USD $15.00)	(USD $4.20)	(USD $1.05)	(USD $0.16)		
Model Year (2018: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,485.00**	**USD $695.80**	**USD $173.95**	**USD $25.84**	**USD $28.05**	**USD $42.17**

Non-Active Use Rates

	Hourly
Standby Rate	USD $7.06
Idling Rate	USD $33.06

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26%	USD $650.00/mo
Overhaul (ownership)	44%	USD $1,100.00/mo
CFC (ownership)	13%	USD $325.00/mo
Indirect (ownership)	17%	USD $425.00/mo
Fuel (operating) @ USD 3.53	68%	USD $18.94/hr

Revised Date: 1st quarter 2023

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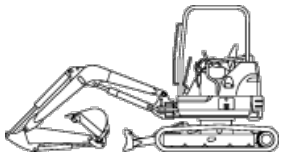
All prices shown in US dollars ($)

Rental Rate Blue Book®

March 8, 2024

Takeuchi TB045 (disc. 1999)
Crawler Mounted Compact Excavators

Size Class:
4.5 - 5.4 mt
Weight:
10092 lbs



Configuration for TB045 (disc. 1999)

Horsepower	**43.4 hp**	Operating Weight	**4.6 mt**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,970.00	USD $1,390.00	USD $350.00	USD $53.00	USD $25.22	USD $53.46
Adjustments						
Region (Texas: 98.1%)	(USD $94.43)	(USD $26.41)	(USD $6.65)	(USD $1.01)		
Model Year (1999: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,875.57**	**USD $1,363.59**	**USD $343.35**	**USD $51.99**	**USD $25.22**	**USD $52.92**

Non-Active Use Rates

	Hourly
Standby Rate	USD $13.85
Idling Rate	USD $35.08

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26%	USD $1,292.20/mo
Overhaul (ownership)	40%	USD $1,988.00/mo
CFC (ownership)	17%	USD $844.90/mo
Indirect (ownership)	17%	USD $844.90/mo
Fuel (operating) @ USD 4.15	29.26%	USD $7.38/hr

Revised Date: 1st quarter 2024

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Commissioners Court - Regular Session **53.**

Meeting Date: 05/07/2024

22IFB110 Southwest Bypass Extension - Change Order #5 (Final Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $12,600.00 for Project 22IFB110 SW Bypass Extension (Joe Bland Construction) P: 352 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the roadway portion of the Southwest Bypass Extension project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net increase of $12,600.00 to the Contract amount, for an adjusted Contract total of $3,914,316.23. The original Contract amount was $4,288,543.00. As a result of this and all Change Orders to-date, $374,226.77 has been deducted from the Contract, resulting in an 8.73% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB110-SWBypassExtension-CO#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:09 AM
Form Started By: Julissa Vasquez		Started On: 05/01/2024 10:16 AM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 5

1. CONTRACTOR: **Joe Bland Construction**

2. Change Order Work Limits: Sta. **17+60** to Sta. **21+97**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***22IFB110***
Roadway:	***SW Bypass Ext.***
CSJ Number:	

5. Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the roadway portion of the Southwest Bypass Extension project that are a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 4/25/2024

By

Typed/Printed Name Kyle Klussmann

Typed/Printed Title Project Mgr.

The following information must be provided

Time Ext. #: **0** Days added on this CO: **0**

Amount added by this change order: **$12,600.00**

RECOMMENDED FOR EXECUTION:

4/25/2024
Project Manager Date

N/A
Design Engineer Date

5/1/2024
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *5* ***Project #*** *22IFB110*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	EA	$4,200.00	1.00	$4,200.00	3.00	4.00	$16,800.00	$12,600.00
TOTALS					$4,200.00			$16,800.00	$12,600.00

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

Southwest Bypass Extension
Williamson County Project No. 22IFB110

Change Order No. 5

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the roadway portion of the Southwest Bypass Extension project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net increase of $12,600.00 to the Contract amount, for an adjusted Contract total of $3,914,316.23. The original Contract amount was $4,288,543.00. As a result of this and all Change Orders to-date, $374,226.77 has been deducted from the Contract, resulting in an 8.73% net decrease 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.

Commissioners Court - Regular Session **54.**

Meeting Date: 05/07/2024

24IFB19 CR138 Right Turn Lane at SH130 - Change Order #1 (Additional Safety Measures)

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 $29,920.92 for Project 24IFB19 CR138 Right Turn Lane at SH130 (Smith Contracting) P: 463 Funding Source: Road Bond.

Background

This Change Order adds additional signs to the project to improve the safety along the roadway and updates the roadway street name signs from CR 138 to East WilCo Hwy. This Change Order also adds a pedestrian handrail to improve safety along a section of the shared use path with steep side slopes.

Lastly, the Change Order adds a line item for law enforcement presence during nighttime lane closure operations at CR 138 and SH 130. Due to the amount of traffic and the location of the project, it was determined that this would be the safest most effective way to perform the final paving operation. Please see attached Change Order for additional information.

This Change Order results in a net increase of $29,920.92 to the Contract amount, for an adjusted Contract total of $1,778,859.67. The original Contract amount was $1,748,938.75. As a result of this and all Change Orders to-date, $29,920.92 has been added to the Contract, resulting in an 1.71% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB19 CR138@SH130-CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:08 AM
Form Started By: Julissa Vasquez		Started On: 05/01/2024 10:26 AM
Final Approval Date: 05/02/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project:	***24IFB19***
Roadway:	***E Wilco Hwy***
CSJ Number:	***N/A***

1. CONTRACTOR: **Smith Contracting**

2. Change Order Work Limits: Sta. **1099+71.31** to Sta. **1133+50.00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

3F. Additional work desired by the County. This Change Order compensates the Contractor for the installation of additional signs to the project to increase the safety along the roadway as well as addressing the roadway name change. This Change Order also adds a pedestrian handrail to increase the safety along a section of the shared use path, and adds a line item for law enforcement presence during nighttime lane closure operations at the intersection of CR 138 and SH 130.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **14A,135A,135B,153A,153B,153C,153D,153E**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 4/25/2024

By Chris Lopez

Typed/Printed Name Christopher R. Lopez

Typed/Printed Title Project Manger

The following information must be provided

Time Ext. #: **0** Days added on this CO: **0**

Amount added by this change order: **$29,920.92**

RECOMMENDED FOR EXECUTION:

Project Manager 4/25/24
Project Manager Date

N/A
Design Engineer Date

Christen Eschberger 5/1/2024
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *24IFB19*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	EA	$720.00	12.00	$8,640.00	2.00	14.00	$10,080.00	$1,440.00
450-6052	RAIL (HANDRAIL)(TY F)	LS	$11,804.71	0.00	$0.00	1.00	1.00	$11,804.71	$11,804.71
644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	$1,270.38	0.00	$0.00	2.00	2.00	$2,540.76	$2,540.76
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	EA	$2,073.67	0.00	$0.00	2.00	2.00	$4,147.34	$4,147.34
690-6029	INSTALL OF SIGNAL RELATED SIGNS	EA	$2,524.155	0.00	$0.00	2.00	2.00	$5,048.31	$5,048.31
999-WC02	REMOVE & REPLACE EXISTING SIGN	SF	$59.42	0.00	$0.00	6.30	6.30	$374.35	$374.35
999-WC03	LAW ENFORCEMENT - TRAFFIC CONTROL	LS	$4,565.45	0.00	$0.00	1.00	1.00	$4,565.45	$4,565.45
TOTALS					$8,640.00			$38,560.92	$29,920.92

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 138 Right Turn Lane at SH 130
Williamson County Project No. 24IFB19

Change Order No. 1

Reason for Change

This Change Order adds additional signs to the project to increase the safety along the roadway and updates the roadway street name signs from CR 138 to East WilCo Hwy. This Change Order also adds a pedestrian handrail to increase the safety along a section of the shared use path where the slope is too steep, due to the limited ROW.

Lastly, the Change Order adds a line item for law enforcement presence during nighttime lane closure operations at CR 138 and SH 130. Due to the amount of traffic and the location of the project, it was determined that this would be the safest most effective way to perform the final paving operation.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
450-6052	RAIL (HANDRAIL)(TY F)	1.0	LS
644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	2.0	EA
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	2.0	EA
690-6029	INSTALL OF SIGNAL RELATED SIGNS	2.0	EA
999-WC02	REMOVE & REPLACE EXISTING SIGN	6.30	SF
999-WC03	LAW ENFORCEMENT - TRAFFIC CONTROL	1.0	LS

This Change Order results in a net increase of $29,920.92 to the Contract amount, for an adjusted Contract total of $1,778,859.67. The original Contract amount was $1,748,938.75. As a result of this and all Change Orders to-date, $29,920.92 has been added to the Contract, resulting in an 1.71% 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.

CO #6.0 -(Ped-rail)

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

Item 450-6052

PROJECT: CR 138 Right Turn Lane at SH 130
DATE: 4/18/2024
DESCRIPTION:

This proposal is for the addition of 42LF of TxDOT Ty F Pedestrian Railing. Expected lead time for fabrication of railing is 16 weeks from the time of approved shop drawings.
Proposed cost for installation of new ped-rail is $11,804.71.

LABOR

	HOURS WORKED									
	RATE	1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 75.00								0.0	$ -
Superintendent	$ 55.00								0.0	$ -
Foreman/Layout Coordinator	$ 50.00	10							10.0	$ 500.00
Operator 1	$ 30.00	10							10.0	$ 300.00
Operator 2	$ 28.00								0.0	$ -
Operator 3	$ 26.00								0.0	$ -
Pipe Layer/Concrete Finisher	$ 26.00	10	10						20.0	$ 520.00
Laborer 1	$ 24.00								0.0	$ -
Laborer 2	$ 24.00								0.0	$ -
Laborer 3	$ 24.00								0.0	$ -
Driver 1	$ 27.00								0.0	$ -
Driver 2	$ 27.00								0.0	$ -
Foreman/Layout Coordinator OT	$ 75.00								0.0	$ -
Operator 1 OT	$ 45.00								0.0	$ -
Operator 2 OT	$ 42.00								0.0	$ -
Operator 3 OT	$ 39.00								0.0	$ -
Pipe Layer/Concrete Finisher OT	$ 39.00								0.0	$ -
Laborer 1 OT	$ 36.00								0.0	$ -
Laborer 2 OT	$ 36.00								0.0	$ -
Laborer 3 OT	$ 36.00								0.0	$ -
Driver 1 OT	$ 40.50								0.0	$ -
Driver 2 OT	$ 40.50								0.0	$ -
									LABOR SUBTOTAL	**$ 1,320.00**

PER DIEM

	Unit Cost								QTY	COST
SCCI Per Diem	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Lauren	$ 141.00	CY	Concrete Class A	2.0	$ 282.00
TX Corrugators	$ 153.60	FT	RAIL (HANDRAIL)(TY F)	42.0	$ 6,451.20
RSS	$ 80.00	LS	Rebar (#3 & #4)	1.0	$ 80.00
				0.0	$ -
				MATERIAL SUBTOTAL	**$ 6,813.20**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
					$ -
				SUBCONTRACTOR SUBTOTAL	**$ -**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Smith	$ 500.00	EA	Remobilization Fee	1.0	$ 500.00
Smith	$ 333.33	WD	Traffic Control	1.0	$ 333.33
					$ -
				UNIT RATE SUBTOTAL	**$ 833.33**

EQUIPMENT

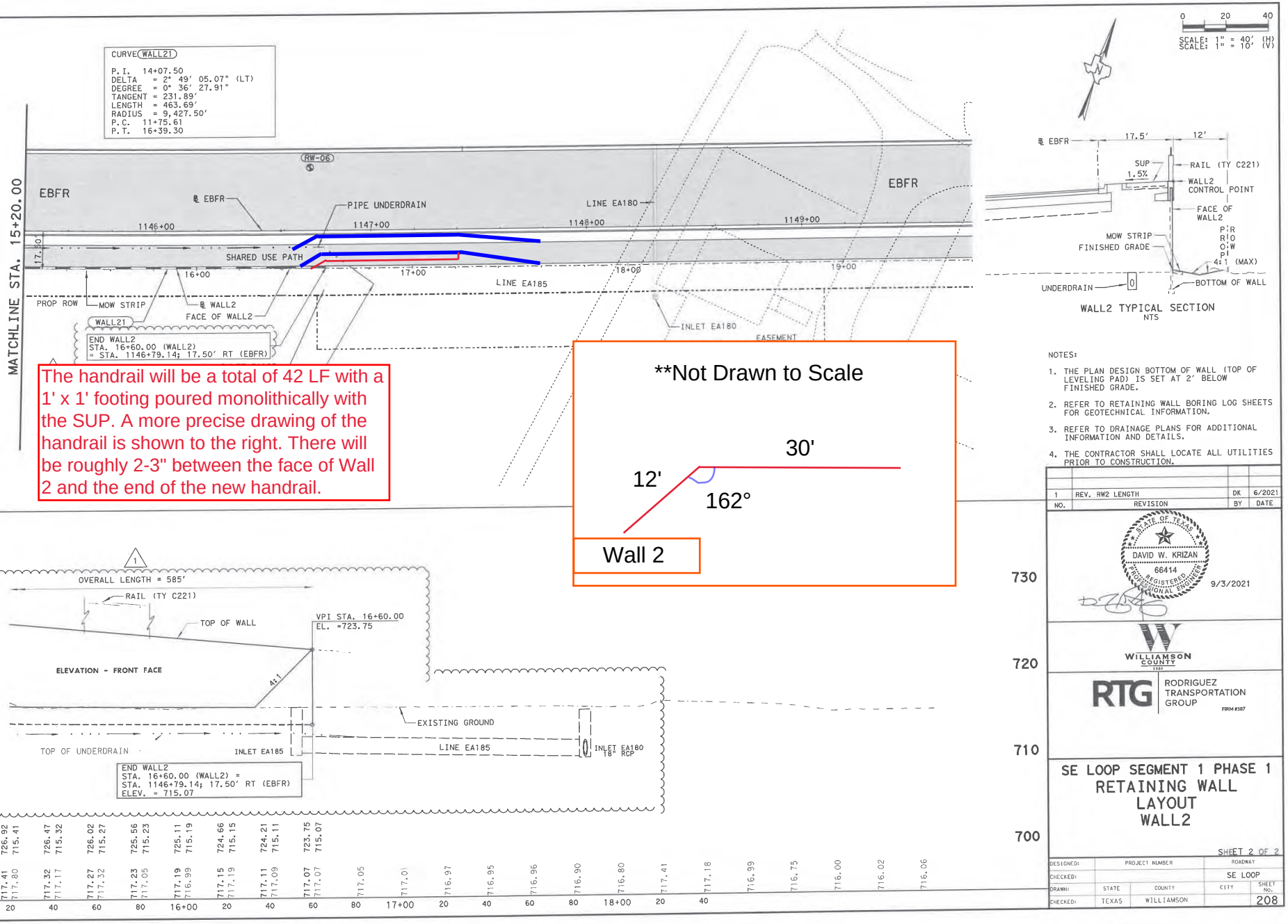
	HOURS WORKED									RATE TIMES
	RATE	1	2	3	4	5	6	7	TOTAL	TOTAL HRS.
Skid Steer	$ 46.34	10.0							10.0	$ 463.40
Generator	$ 20.00	10.0							10.0	$ 200.00
Handtools	$ 7.50	10.0							10.0	$ 75.00
									0.0	$ -
									0.0	$ -
									EQUIPMENT SUBTOTAL	**$ 738.40**

Additional Time Requested (Working Days)	**0**

LABOR SUBTOTAL		$	1,320.00
LABOR BURDEN	**55%**	$	726.00
LABOR PROFIT & OVERHEAD	**15%**	$	198.00
PER DIEM		$	-
MATERIAL SUBTOTAL		$	6,813.20
MATERIALS PROFIT AND OVERHEAD	**15%**	$	1,021.98
SUB CONTRACTOR SUBTOTAL		$	-
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$	-
UNIT RATE		$	833.33
EQUIPMENT		$	738.40
EQUIPMENT MARKUP	**5%**	$	36.92
SUBTOTAL		**$**	**11,687.83**
BONDING COST	**1%**	$	116.88
TOTAL		**$**	**11,804.71**
		$	~~281.06~~ /LF

Item 450-6052

100% SUBMITTAL



The handrail will be a total of 42 LF with a 1' x 1' footing poured monolithically with the SUP. A more precise drawing of the handrail is shown to the right. There will be roughly 2-3" between the face of Wall 2 and the end of the new handrail.

NOTES:

1. THE PLAN DESIGN BOTTOM OF WALL (TOP OF LEVELING PAD) IS SET AT 2' BELOW FINISHED GRADE.
2. REFER TO RETAINING WALL BORING LOG SHEETS FOR GEOTECHNICAL INFORMATION.
3. REFER TO DRAINAGE PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
4. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

NO.	REVISION	BY	DATE
1	REV. RW2 LENGTH	DK	6/2021

STATE OF TEXAS
DAVID W. KRIZAN
66414
REGISTERED PROFESSIONAL ENGINEER
9/3/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

SE LOOP SEGMENT 1 PHASE 1 RETAINING WALL LAYOUT WALL2

SHEET 2 OF 2

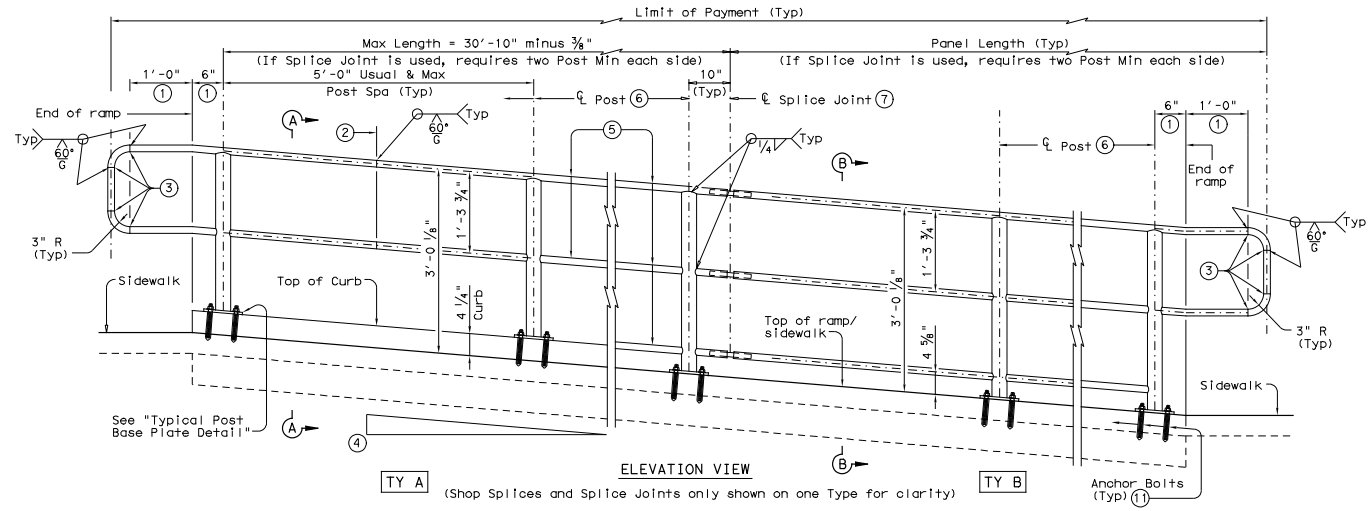
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CHECKED:			SE LOOP
DRAWN:	STATE	COUNTY	CITY
CHECKED:	TEXAS	WILLIAMSON	

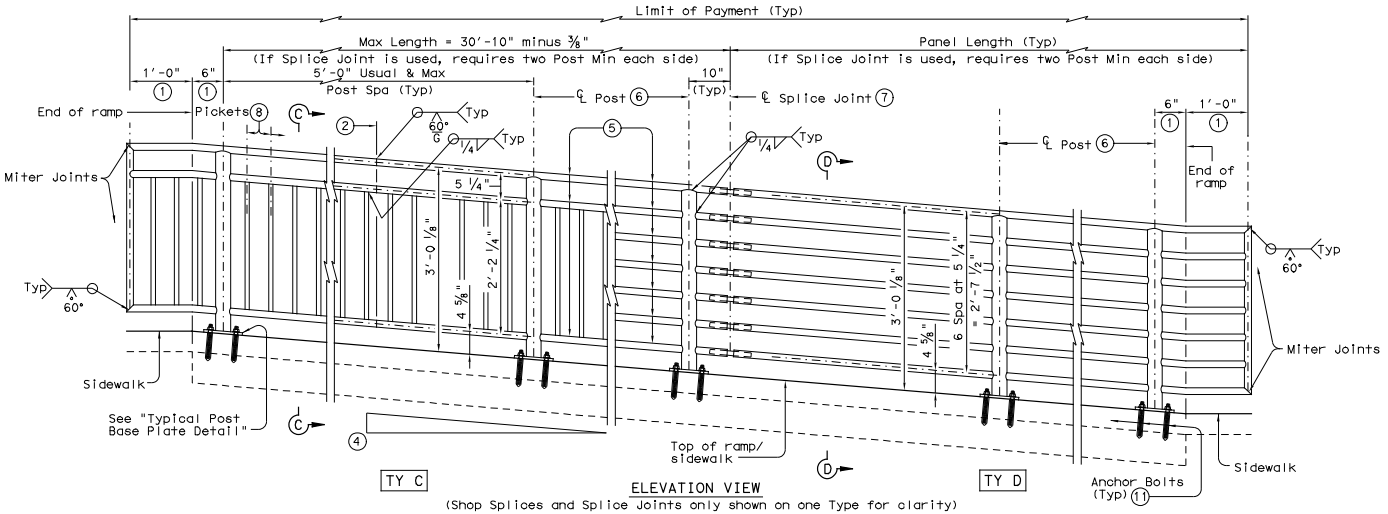
SHEET No. 208

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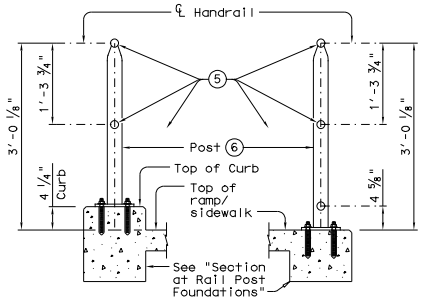
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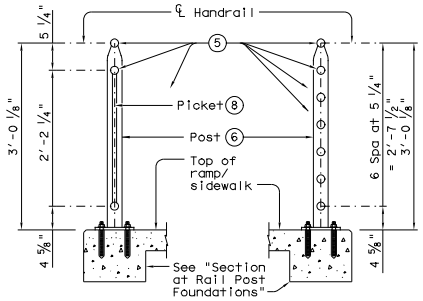


RECOMMENDED USAGE ⑨ ⑩	
Dropoff Height/ Condition	Recommended Rail Options
<30" dropoff	TY A, TY B, TY C, or TY D
≥ 30" dropoff, or along Bike Path	TY E or TY F



SECTION A-A
(Showing Handrail TY A)

SECTION B-B
(Showing Handrail TY B)



SECTION C-C
(Showing Handrail TY C)

SECTION D-D
(Showing Handrail TY D)

1. Parallel to ground.
2. One shop splice per panel is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
3. Shop splice is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
4. See Ramp Details located elsewhere in plans for ramp slope and dimensions. Maximum ramp slope will not exceed 8.3 percent. Level landing required for each 30" rise if grade exceeds 5 percent.
5. 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp / sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.
6. 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). See "Post Mount Detail" for crimping and trimming post to fit Dia. of top rail. Provide holes as needed in post for galvanizing drainage and venting. Plumb all posts.
7. See "Handrail Fabrication Details" for Splice Joints.
8. ℄ ⅝" Dia. Round Bar equal spacing at 4 ½" Max. Plumb all pickets.
9. When needed for accessibility (grade > 5 percent) or as needed for pedestrian safety.
10. Not to be used on bridges.
11. See "General Notes" for anchor bolt information.

SHEET 1 OF 3

Texas Department of Transportation — Design Division Standard

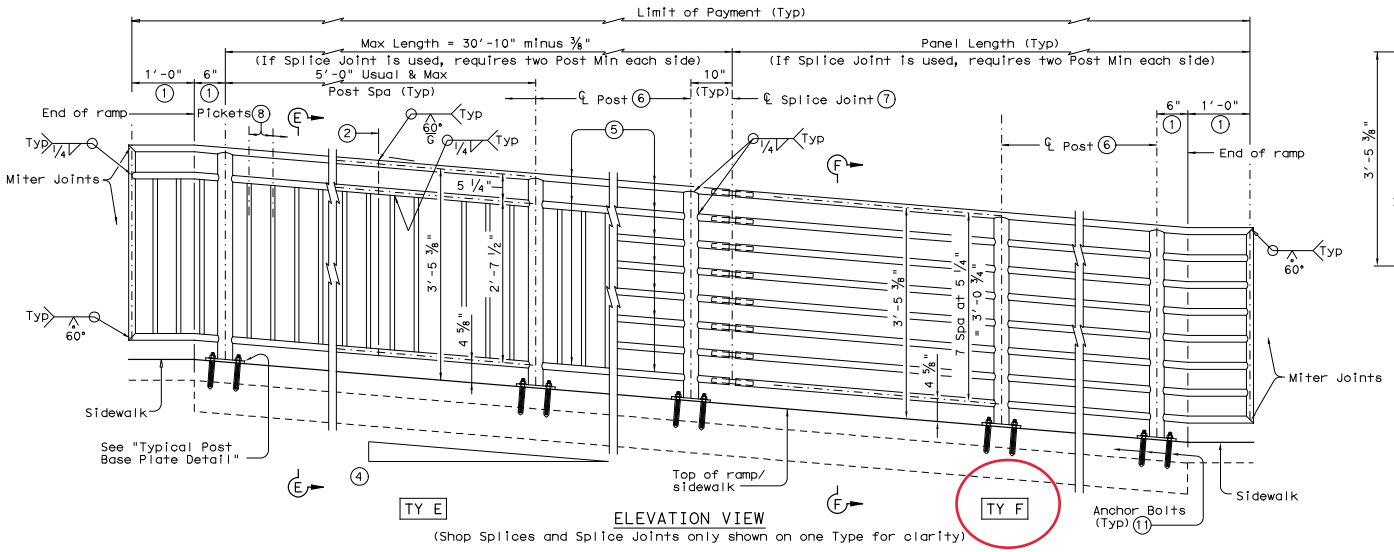
PEDESTRIAN HANDRAIL DETAILS

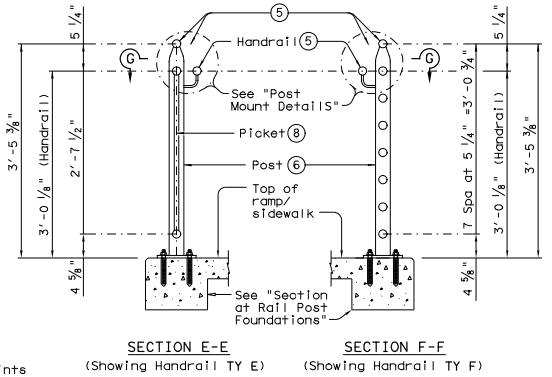
PRD-13

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©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS REVISED MAY, 2013 (VP)				SE LOOP
	DIST	COUNTY		SHEET NO.
		WILLIAMSON		183

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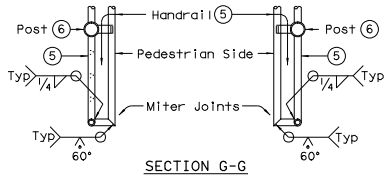
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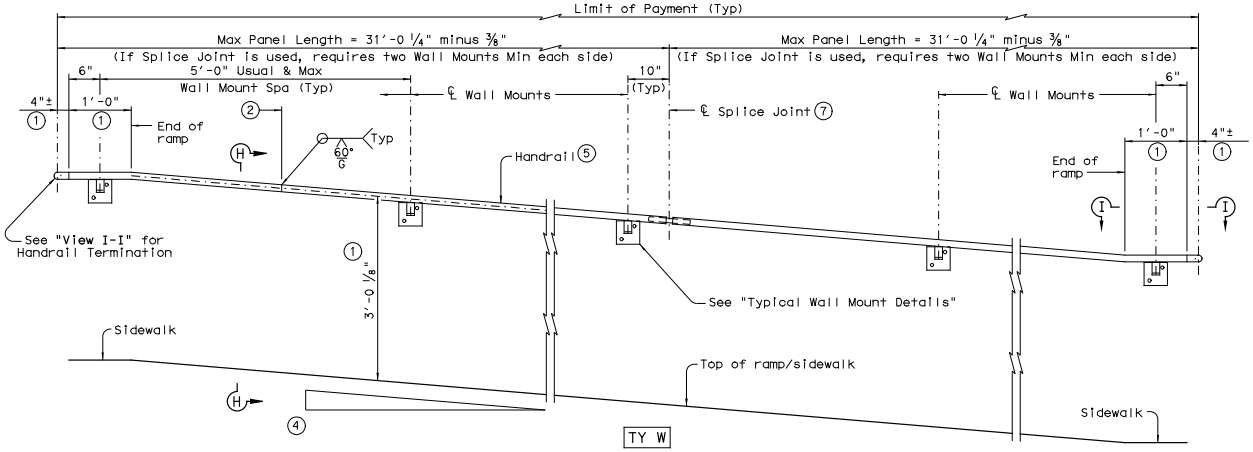


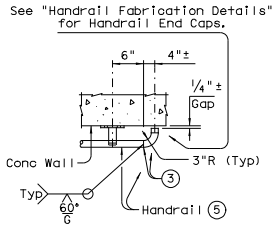
SECTION E-E
(Showing Handrail TY E)

SECTION F-F
(Showing Handrail TY F)

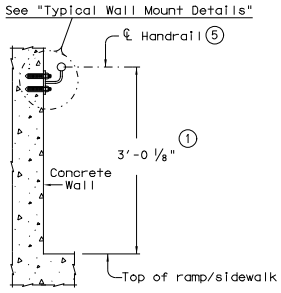


SECTION G-G
(Showing Handrail Termination)





VIEW I-I
(Showing Handrail Termination)



SECTION H-H
(Showing Handrail TY W)

1. Parallel to ground.
2. One shop splice per panel is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
3. Shop splice is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
4. See Ramp Details located elsewhere in plans for ramp slope and dimensions. Maximum ramp slope will not exceed 8.3 percent. Level landing required for each 30" rise if grade exceeds 5 percent.
5. 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp / sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.
6. 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). See "Post Mount Detail" for crimping and trimming post to fit Dia. of top rail. Provide holes as needed in post for galvanizing drainage and venting. Plumb all posts.
7. See "Handrail Fabrication Details" for Splice Joints.
8. ℄ ⅝" Dia. Round Bar equal spacing at 4 ½" Max. Plumb all pickets.
11. See "General Notes" for anchor bolt information.

Texas Department of Transportation — Design Division Standard

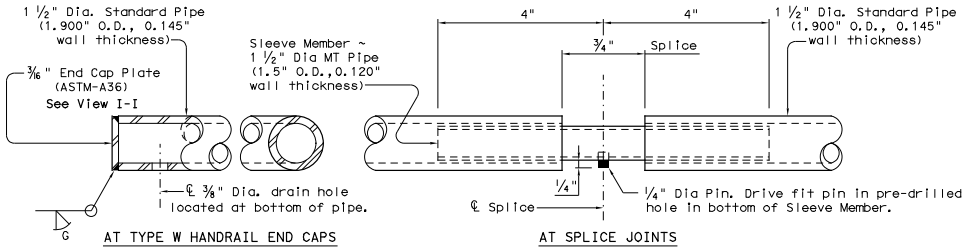
PEDESTRIAN HANDRAIL DETAILS

PRD-13

FILE: prd13.dgn	DN: TxDOT	CK: AM	DW: JTR	CK: CGL
©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS				SE LOOP
REVISED MAY, 2013 (VP)	DIST	COUNTY		SHEET NO.
		WILLIAMSON		184

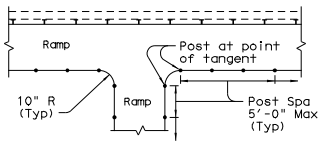
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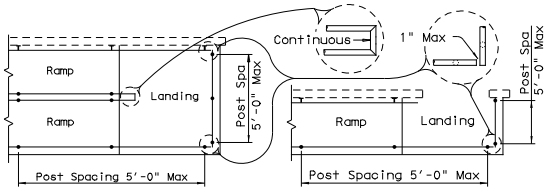


AT TYPE W HANDRAIL END CAPS

AT SPLICE JOINTS



RAMP INTERSECTION

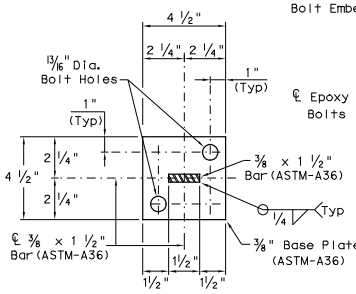


MULTI-LEVEL RAMP

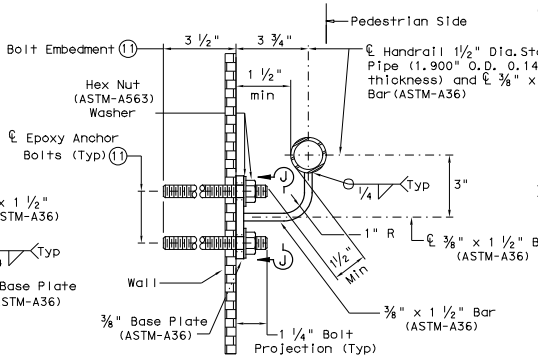
SINGLE-LEVEL RAMP

PLAN SHOWING RAIL AT RAMP CONDITIONS

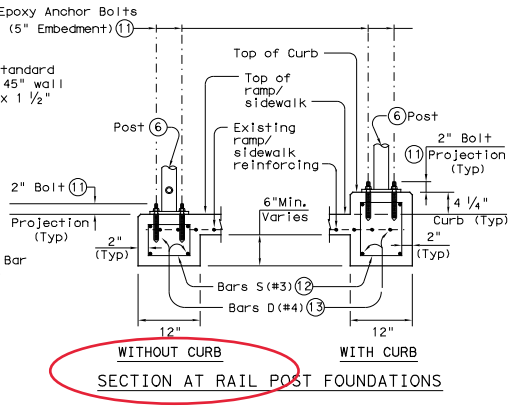
HANDRAIL FABRICATION DETAILS



SECTION J-J
(Anchor Bolts not shown for clarity)



SECTION AT WALL MOUNT



SECTION AT RAIL POST FOUNDATIONS

GENERAL NOTES

Designed according to ADAAG, Texas Accessibility Standards, Uniform Building Code, and AASHTO LRFD Specifications.

Handrail anchorage details shown on this standard may require modification for select structure types. See appropriate details elsewhere in plans for these modifications.

Pipe will conform to ASTM-A53 Grade B or A500 Grade B. Steel plates and steel bars will conform to ASTM-A36. Mechanical tubing (MT) will conform to ASTM A513 Grade 1015 or higher. Galvanize all steel components except reinforcing steel unless noted otherwise.

Concrete for foundations will be in accordance with Item 531 "Sidewalks". All reinforcing steel must be Grade 60. Bar laps, where required, will be as follows: Uncoated ~ #4 = 1'-5" Epoxy coated ~ #4 = 2'-1"

When the plans require painted steel, follow the requirements for painting galvanized steel in Item 446, "Cleaning and Painting Steel". Sleeve Members will receive galvanization and only get field painted after installation unless directed otherwise by Engineer.

Epoxy Anchor bolts for wall mount and post base plate will be ⅝" Dia. ASTM A36 threaded rods with one hex nut and one hardened steel washer at each bolt. ⅝" Dia. threaded rod embedment depth for wall mounts is 3 ½" and embedment depth for post base plate is 5".

Embed threaded rods into concrete with a Type III (Class C) epoxy meeting the requirements of DMS-6100, "Epoxies and Adhesives". Mix and dispense adhesive with the manufacturer's static mixing nozzle/dual cartridge system. Core drill holes (percussion drilling not permitted).

At the contractor's option the post base plate anchor bolts may be cast with the Ramp/Sidewalk (See Cast-in-Place Anchor Bolt Options).

Optional cast-in-place anchor bolts will be ⅝" Dia ASTM A307 Grade A bolts (or A36 threaded rods with one tack welded hex nut each) with one hex nut and one hardened steel washer at each bolt. Embedment depth of cast-in-place bolt will be 8" for post base plate.

Handrails and any wall or other surface adjacent to them will be free of any sharp or abrasive elements.

Submit shop drawings to the Engineer unless otherwise noted. For curved handrail applications, fabricate the handrail to the curve if radius is less than 600 ft. Shop drawings are required when rail is fabricated to the curve.

For all handrails, erection drawings will be submitted to the Engineer for approval to ensure proper installation.

Drawings will show handrail mount locations with bolts setting, spacing, ramp slope, and/or splice joint locations, and handrail lengths with identification showing where each handrail goes on the layout.

Payment for concrete sidewalks or curb ramps will be paid for in accordance with Item 531 "Sidewalks".

Payment for all items shown is to be included in unit price bid in accordance with Item 450 "Railing" of the type specified.

All exposed edges will be rounded or chamfered to approximately ⅛" by grinding.

TYPICAL WALL MOUNT DETAILS

(5) 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp/sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.

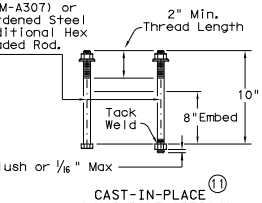
(6) 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). Plumb all posts. See "Post Mount Detail" for crimping and trimming post to fit the diamenter of top rail. Provide holes as needed in post for galvanizing drainage and venting.

(11) See "General Notes" for anchor bolt information.

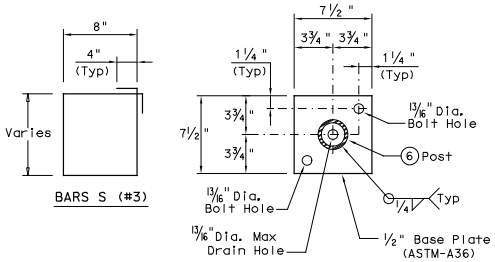
(12) Bars S(#3) spaced at 12" Max (Spaced 3" from outside edge of overall length of Ramp/Sidewalk).

(13) Provide 1 ½" end cover to Bars D(#4) from outside edge of overall length of Ramp/Sidewalk.

℄ ⅝" Dia. Hex Head Anchor Bolt (ASTM-A307) or Threaded Rod (ASTM-A36) with one Hardened Steel Washer placed under Hex Nut. One additional Hex Nut will be furnished for each Threaded Rod.

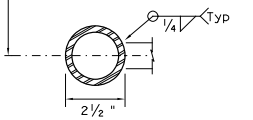


CAST-IN-PLACE ANCHOR BOLT OPTIONS (11)
(Used for Post Base Plate only)

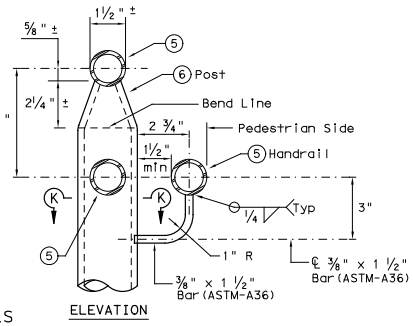


BARS S (#3)

TYPICAL POST BASE PLATE DETAIL



SECTION K-K



ELEVATION

POST MOUNT DETAILS

SHEET 3 OF 3

Texas Department of Transportation — Design Division Standard

PEDESTRIAN HANDRAIL DETAILS

PRD-13

FILE: prd13.dgn	DN: TxDOT	CK: AM	DW: JTR	CK: CGL
©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS REVISED MAY, 2013 (VP)				SE LOOP
	DIST	COUNTY		SHEET NO.
		WILLIAMSON		185

STRUCTURAL AND STEEL PRODUCTS, INC.
817-332-7417

TEXAS CORRUGATORS
512-388-0588

Item 450-6052

Quote #86589
Version #3
Original Date: 04/08/2024
Revised Date: 04/18/2024

Submitted To:	M A Smith Contracting Co, Inc.	Project Name:	TX_Williamson_na_na
Address:	15308 GINGER ST,	Project No:	CR 138 Right Turn Lane
	Austin, TX	Control No:	CR 138 Right Turn Lane
	78728-0000	Location:	CR 138 Right Turn LAne
Phone No:	(512) 990-7640	Working Days:	0
Letting Date:	04/08/2024	Engineer:	
Phone No:			

We are pleased to offer the following proposal for your consideration:

Item No	Item Description	Qty	Unit	Unit Price ($)	Total Price ($)
0450 2077	RAIL (HANDRAIL)(TY F)	42.00	LF	153.60	6,451.20
				Total Bid Price:	6,451.20

Notes:

Price is based on shipping in complete quantities to the jobsite with unloading, storage and erection by others. Less than complete quantities, may incur additional freight charges. This quote is for the the complete package as quoted, any deletion of a bid line item on this quote, may result in additional charges for the remaining material.

Price does not include any radius rail.

Prices good for material delivered on or by 9/30/2024. After which are subject to escalation.

Lead Time: 16 weeks

Terms & Conditions:

This proposal is subject to Structural & Steel Products terms and conditions. Please request a copy by calling (817)332-7417

Payment Terms are Net 30 Days, no retainage, subject to credit approval

Prices are firm 30 days from the quote date and shipment within 60 days of order acceptance, after which prices subject to escalation.

Proposal Acceptance:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

Prime Contractor: _____

Estimated By: Pedro Murillo

Revised By: N/A

CONCRETE QUOTATION

QUOTED: 3/5/2024
REV#:
QUOTE EXPIRATION: 4/4/2024
SALES REP: Renee Drosche - Cell: (512) 809-2554

Lauren Concrete
2001 Picadilly Dr, Round Rock, TX 78664
Office & Dispatch: 512-389-2113
www.laurenconcrete.com

COMPANY INFORMATION

COMPANY NAME: SMITH CONTRACTING CO., INC.
ATTENTION: Chris Lopez
PHONE:
EMAIL: chrislopez@sccitx.com

PROJECT INFORMATION

PROJECT NAME: CR 138 Right Turn Lane at SH 130, Job# 2401
ADDRESS: CR 138 at SH 130, Williamson County, Texas

	MIX NUMBER	PSI	SLUMP	W/C	AGG SIZE	ASH %	USE	PRICE	UOM
1	TXDA23.3	3000	5	0.57	1"	30	TXDOT Class A	$ 141.00	/yd3
2	HETXDA23	3000	5	0.58	1"	0	Straight Cement - TXDOT Class A	$ 147.00	/yd3
3	TXDB23.3	2000	5	0.60	1"	30	TXDOT Class B	$ 139.00	/yd3
4	TXDC23.3	3600	4.5	0.45	1"	30	TXDOT Class C	$ 151.50	/yd3
5	CLSM125	MAX 150	8	1.00	NONE	0	TXDOT Flowable Fill	$ 113.00	/yd3

ESCALATIONS AND EXPIRATION

Project Expiration: 9/30/2024

All Mixes Bid With IL Cement.

Additional Costs and Terms:

•Lauren Concrete reserves the right to revise quote if not signed and returned within 30 days and/or if project start date is more than 90 days out. Availability of raw materials is expected to be limited. When shortages occur, straight cement concrete designs may be substituted at a minimum charge of $4.00 per yard. Dolomite Limestone will be substituted at a minimum charge of $3.00/yd3.

•Pours outside of normal operating hours may be subject to a plant opening fee and are subject to availability. TXDOT hour restrictions strictly observed.

•Fuel Surcharge: A fuel surcharge of $10.00 per load will be charged when area diesel prices are $3.25 - $3.49. A surcharge of $16.00 per load will be charged while diesel prices are $3.50 - $3.74. An additional $6.00 per load will be charged for every $0.25 per gallon increase over $3.75 per gallon diesel. A complete schedule of fuel surcharges by diesel price is available upon request. The diesel price (On-highway Ultra Low Sulfur Diesel) as posted by the U.S. Energy Information Administration for the Gulf Coast area (PADD3) shall be used as the benchmark. https://www.eia.gov/petroleum/gasdiesel/

•Non-Chloride Accelerator Admixture, Level 1 - $5.00 per yard, Level 2 - $10.00 c.y., Level 3 - $15.00 c.y.

•The slumps listed for each individual mix design are the acceptable ranges warranted by Lauren Concrete. The contractor must request a slump for each order that is within the published Lauren Concrete range (per design) as well as respecting conformance to this job's specification(s) and this project's structural notes.

•Concrete Cooling – Pricing on Request.

•Minimum load size 3 cy. Minimum Load Charge: 3 - 5.99 yards = $275.00

•Rejected loads will be assessed individually to determine charges to customer. Lauren Concrete has the right to invoice and collect on all rejected loads that have not been independently tested using ASTM methods.

•Maximum Allowable Truck Time - 60 minutes from arrival time until finish pour out time allowed. $3.00 per min. charge will apply beyond the allowed time.

•Pricing listed is specific to the project and mix designs indicated above. Additional Concrete Mix Designs will be quoted separately as needed.

•Quality Control – Engineered Stamped Mix Design, $100.00/Mix; Additional Testing Required/ Specifications, quoted separately as needed, i.e., (shrinkage test, 1 day, 2 day break reporting etc.).

•Environmental Fee: $10.00 per truck

•As of October 1, 2020 - payments on credit accounts are subject to a 3% convenience fee when the payment is made by credit card.

•When requested, a 9 sack grout mix (40XEA7lP3X1) will be added to the project as a pump prime for $250 per cubic yard.

•Effective January 1, 2023 – Arrival at jobsite combined with an electronic ticket will serve as proof of delivery. Loads not accepted must be electronically rejected.

SIGNATURE

X Chris Lopez

DATE: **APPROVED**
By Christopher R. Lopez at 12:10 pm, Mar 07, 2024

CO #4.0 (Additional Signs-Includes Sign Blades)-Cover Sheet

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: CR 138 Right Turn Lane at SH 130
DATE: 4/18/2024
DESCRIPTION:

This proposal is for the addition of requested signs on the attached sheets. **Proposed line items costs are listed below.**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 75.00								0.0	$ -
Superintendent	$ 55.00								0.0	$ -
Foreman/Layout Coordinator	$ 50.00								0.0	$ -
Operator 1	$ 30.00								0.0	$ -
Operator 2	$ 28.00								0.0	$ -
Operator 3	$ 26.00								0.0	$ -
Pipe Layer/Concrete Finisher	$ 26.00								0.0	$ -
Laborer 1	$ 24.00								0.0	$ -
Laborer 2	$ 24.00								0.0	$ -
Laborer 3	$ 24.00								0.0	$ -
Driver 1	$ 27.00								0.0	$ -
Driver 2	$ 27.00								0.0	$ -
Foreman/Layout Coordinator OT	$ 75.00								0.0	$ -
Operator 1 OT	$ 45.00								0.0	$ -
Operator 2 OT	$ 42.00								0.0	$ -
Operator 3 OT	$ 39.00								0.0	$ -
Pipe Layer/Concrete Finisher OT	$ 39.00								0.0	$ -
Laborer 1 OT	$ 36.00								0.0	$ -
Laborer 2 OT	$ 36.00								0.0	$ -
Laborer 3 OT	$ 36.00								0.0	$ -
Driver 1 OT	$ 40.50								0.0	$ -
Driver 2 OT	$ 40.50								0.0	$ -
									LABOR SUBTOTAL	**$ -**

PER DIEM

	Unit Cost								QTY	COST
SCCI Per Diem	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				SUBCONTRACTOR SUBTOTAL	**$ -**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
ESSI	$ 59.42	SF	Remove and Replace Existing Sign (Sign Only)(Aluminum Sign Type A)	6.3	$ 374.35
ESSI	$ 1,270.38	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P) ("Stop" Sign)	2.0	$ 2,540.76
ESSI-Line Item #52 (644-6061)	$ 720.00	EA	IN SM RD SN SUP&AM TYTWT(1)WS(T) ("Stop Ahead" Sign)	2.0	$ 1,440.00
ESSI	$ 2,073.67	EA	IN SM RD SN SUP&AM S80(1)SA(U)	2.0	$ 4,147.34
					$ -
				UNIT RATE SUBTOTAL	**$ 8,502.45**

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
									0.0	$ -
									0.0	$ -
									0.0	$ -
									EQUIPMENT SUBTOTAL	**$ -**

Additional Time Requested (Working Days)	**0**

LABOR SUBTOTAL		$ -
LABOR BURDEN	**55%**	$ -
LABOR PROFIT & OVERHEAD	**15%**	$ -
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	**15%**	$ -
SUB CONTRACTOR SUBTOTAL		$ -
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$ -
UNIT RATE		$ 8,502.45
EQUIPMENT		$ -
EQUIPMENT MARKUP	**5%**	$ -
SUBTOTAL		**$ 8,502.45**
BONDING COST	**0%**	$ -
TOTAL		**$ 8,502.45**

This sheet is the total for all additional signs listed above. The individual break downs of each item are attached after this sheet.

CO #4.0 (Additional Signs)-Merge Right Sign

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

Item 999-WC01

PROJECT: CR 138 Right Turn Lane at SH 130
DATE: 4/18/2024
DESCRIPTION:

This proposal is for the removal & replacement of a Lane Ends Merge Right, sign only. **Proposed cost is $59.42/SF.**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 75.00								0.0	$ -
Superintendent	$ 55.00								0.0	$ -
Foreman/Layout Coordinator	$ 50.00	0.5							0.5	$ 25.00
Operator 1	$ 30.00								0.0	$ -
Operator 2	$ 28.00								0.0	$ -
Operator 3	$ 26.00								0.0	$ -
Pipe Layer/Concrete Finisher	$ 26.00								0.0	$ -
Laborer 1	$ 24.00								0.0	$ -
Laborer 2	$ 24.00								0.0	$ -
Laborer 3	$ 24.00								0.0	$ -
Driver 1	$ 27.00								0.0	$ -
Driver 2	$ 27.00								0.0	$ -
Foreman/Layout Coordinator OT	$ 75.00								0.0	$ -
Operator 1 OT	$ 45.00								0.0	$ -
Operator 2 OT	$ 42.00								0.0	$ -
Operator 3 OT	$ 39.00								0.0	$ -
Pipe Layer/Concrete Finisher OT	$ 39.00								0.0	$ -
Laborer 1 OT	$ 36.00								0.0	$ -
Laborer 2 OT	$ 36.00								0.0	$ -
Laborer 3 OT	$ 36.00								0.0	$ -
Driver 1 OT	$ 40.50								0.0	$ -
Driver 2 OT	$ 40.50								0.0	$ -
									LABOR SUBTOTAL	**$ 25.00**

PER DIEM

	Unit Cost								QTY	COST
SCCI Per Diem	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
ESSI	$ 50.00	SF	Remove and Replace Existing Sign (Sign Only)(Aluminum Sign Type A)	6.3	$ 312.50
				0.0	$ -
				SUBCONTRACTOR SUBTOTAL	**$ 312.50**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
					$ -
					$ -
					$ -
				UNIT RATE SUBTOTAL	**$ -**

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
									0.0	$ -
									0.0	$ -
									0.0	$ -
									0.0	$ -
									0.0	$ -
									EQUIPMENT SUBTOTAL	**$ -**

Additional Time Requested (Working Days)	**0**

LABOR SUBTOTAL		$ 25.00
LABOR BURDEN	**55%**	$ 13.75
LABOR PROFIT & OVERHEAD	**15%**	$ 3.75
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	**15%**	$ -
SUB CONTRACTOR SUBTOTAL		$ 312.50
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$ 15.63
UNIT RATE		$ -
EQUIPMENT		$ -
EQUIPMENT MARKUP	**5%**	$ -
SUBTOTAL		**$ 370.63**
BONDING COST	**1%**	$ 3.71
TOTAL		**$ 374.33**
		$ 59.42

CO #4.0 (Additional Signs)-Stop Signs st Derby

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

Item 644-6001

PROJECT: CR 138 Right Turn Lane at SH 130
DATE: 4/5/2024
DESCRIPTION:

This proposal is for the addition of 2ea. Stop Signs. **Proposed cost for additional Stop Signs is $872.69/EA .**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 75.00								0.0	$ -
Superintendent	$ 55.00								0.0	$ -
Foreman/Layout Coordinator	$ 50.00	0.5							0.5	$ 25.00
Operator 1	$ 30.00								0.0	$ -
Operator 2	$ 28.00								0.0	$ -
Operator 3	$ 26.00								0.0	$ -
Pipe Layer/Concrete Finisher	$ 26.00								0.0	$ -
Laborer 1	$ 24.00								0.0	$ -
Laborer 2	$ 24.00								0.0	$ -
Laborer 3	$ 24.00								0.0	$ -
Driver 1	$ 27.00								0.0	$ -
Driver 2	$ 27.00								0.0	$ -
Foreman/Layout Coordinator OT	$ 75.00								0.0	$ -
Operator 1 OT	$ 45.00								0.0	$ -
Operator 2 OT	$ 42.00								0.0	$ -
Operator 3 OT	$ 39.00								0.0	$ -
Pipe Layer/Concrete Finisher OT	$ 39.00								0.0	$ -
Laborer 1 OT	$ 36.00								0.0	$ -
Laborer 2 OT	$ 36.00								0.0	$ -
Laborer 3 OT	$ 36.00								0.0	$ -
Driver 1 OT	$ 40.50								0.0	$ -
Driver 2 OT	$ 40.50								0.0	$ -
									LABOR SUBTOTAL	**$ 25.00**

PER DIEM

	Unit Cost								QTY	COST
SCCI Per Diem	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
ESSI	$ 802.67	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P) ("Stop" Sign)	2.0	$ 1,605.34
ESSI	$ 187.50	EA	Signs for Street Name Blades with Applicable Hardware (Caps, Crosses)-Derby Day (38"x8") & East Wilco Hwy (48"x8")-Little Lake (40"x8") & East Wilco Hwy (48"x8")	4.0	$ 750.00
				0.0	$ -
				SUBCONTRACTOR SUBTOTAL	**$ 2,355.34**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
					$ -
					$ -
				UNIT RATE SUBTOTAL	**$ -**

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
									0.0	$ -
									0.0	$ -
									0.0	$ -
									EQUIPMENT SUBTOTAL	**$ -**

Additional Time Requested (Working Days)	**0**

LABOR SUBTOTAL		$ 25.00
LABOR BURDEN	**55%**	$ 13.75
LABOR PROFIT & OVERHEAD	**15%**	$ 3.75
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	**15%**	$ -
SUB CONTRACTOR SUBTOTAL		$ 2,355.34
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$ 117.77
UNIT RATE		$ -
EQUIPMENT		$ -
EQUIPMENT MARKUP	**5%**	$ -
SUBTOTAL		**$ 2,515.61**
BONDING COST	**1%**	$ 25.16
TOTAL		**$ 2,540.76**
		$ 1,270.38

CO #4.0 (Additional Signs)-Guide Signs on SH130

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

Item 644-6033

PROJECT: CR 138 Right Turn Lane at SH 130
DATE: 4/5/2024
DESCRIPTION:

This proposal is for the addition of 2ea. guide signs to be installed on the frontage road of SH130. **Proposed cost for installation of each guide sign is $2,073.67/EA.**

LABOR

	HOURS WORKED									
	RATE	1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 75.00								0.0	$ -
Superintendent	$ 55.00								0.0	$ -
Foreman/Layout Coordinator	$ 50.00	0.5							0.5	$ 25.00
Operator 1	$ 30.00								0.0	$ -
Operator 2	$ 28.00								0.0	$ -
Operator 3	$ 26.00								0.0	$ -
Pipe Layer/Concrete Finisher	$ 26.00								0.0	$ -
Laborer 1	$ 24.00								0.0	$ -
Laborer 2	$ 24.00								0.0	$ -
Laborer 3	$ 24.00								0.0	$ -
Driver 1	$ 27.00								0.0	$ -
Driver 2	$ 27.00								0.0	$ -
Foreman/Layout Coordinator OT	$ 75.00								0.0	$ -
Operator 1 OT	$ 45.00								0.0	$ -
Operator 2 OT	$ 42.00								0.0	$ -
Operator 3 OT	$ 39.00								0.0	$ -
Pipe Layer/Concrete Finisher OT	$ 39.00								0.0	$ -
Laborer 1 OT	$ 36.00								0.0	$ -
Laborer 2 OT	$ 36.00								0.0	$ -
Laborer 3 OT	$ 36.00								0.0	$ -
Driver 1 OT	$ 40.50								0.0	$ -
Driver 2 OT	$ 40.50								0.0	$ -
									LABOR SUBTOTAL	**$ 25.00**

PER DIEM

	Unit Cost								QTY	COST
SCCI Per Diem	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
ESSI	$ 1,935.13	EA	IN SM RD SN SUP&AM S80(1)SA(U)	2.0	$ 3,870.26
				0.0	$ -
				SUBCONTRACTOR SUBTOTAL	**$ 3,870.26**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
					$ -
					$ -
				UNIT RATE SUBTOTAL	**$ -**

EQUIPMENT

	HOURS WORKED									RATE TIMES
	RATE	1	2	3	4	5	6	7	TOTAL	TOTAL HRS.
									0.0	$ -
									0.0	$ -
									0.0	$ -
									0.0	$ -
									0.0	$ -
									EQUIPMENT SUBTOTAL	**$ -**

Additional Time Requested (Working Days)	**0**		
		LABOR SUBTOTAL	$ 25.00
		LABOR BURDEN 55%	$ 13.75
		LABOR PROFIT & OVERHEAD 15%	$ 3.75
		PER DIEM	$ -
		MATERIAL SUBTOTAL	$ -
		MATERIALS PROFIT AND OVERHEAD 15%	$ -
		SUB CONTRACTOR SUBTOTAL	$ 3,870.26
		GC PROFIT AND OVERHEAD ON SUBS 5%	$ 193.51
		UNIT RATE	$ -
		EQUIPMENT	$ -
		EQUIPMENT MARKUP 5%	$ -
		SUBTOTAL	**$ 4,106.27**
		BONDING COST 1%	$ 41.06
		TOTAL	**$ 4,147.34**
			$ 2,073.67

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: **April 2, 2024** **Proposal #: C.O. #: 0324-2226**
Project: **CR 138 Right Turn Lane**
For: **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
1	Remove and Replace Existing Sign (Sign Only)(Aluminum Sign Type A)	SF	6.25	$50.00	$312.50
2	IN SM RD SN SUP&AM TY10BWG(1)SA(P) ("Stop" Sign)	EA	2.00	$802.67	$1,605.34
3	IN SM RD SN SUP&AM S80(1)SA(U)	EA	2.00	$1,935.13	$3,870.26
				TOTAL	**$5,788.10**

Notes:

All permits, lane closures and traffic control are excluded.
All layout is excluded.
General Contractor to provide access and staging area for ESSI materials & equipment.
If any material tests are required they shall be done by the GC or others.
All maintenance is excluded.
Sign prices are based on a minimum of ten installs/removes per move-in, or a $350.00 mobilization charge will apply. No temporary signs/mounts, covering or turning of signs, solar or electrical is included.
All shoring and mass excavation are excluded.
All dewatering is excluded.
Pricing is good for thirty (30) days.
*****All bid prices are negotiable.*****

Respectfully submitted by Carson Ikels, Estimator

Accepted by: _____ Date: _____

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: **April 18, 2024** **Proposal #:** **CO 0424-2226**
Project: **CR 138 Right Turn Lane at SH-130**
For: **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
1	Signs for Street Name Blades with Applicable Hardware (Caps, Crosses)	EA	4.00	$187.50	$750.00
	Derby Day (38"x8") & East Wilco Hwy (48"x8")				
	Little Lake (40"x8") & East Wilco Hwy (48"x8")				
				TOTAL	**$750.00**

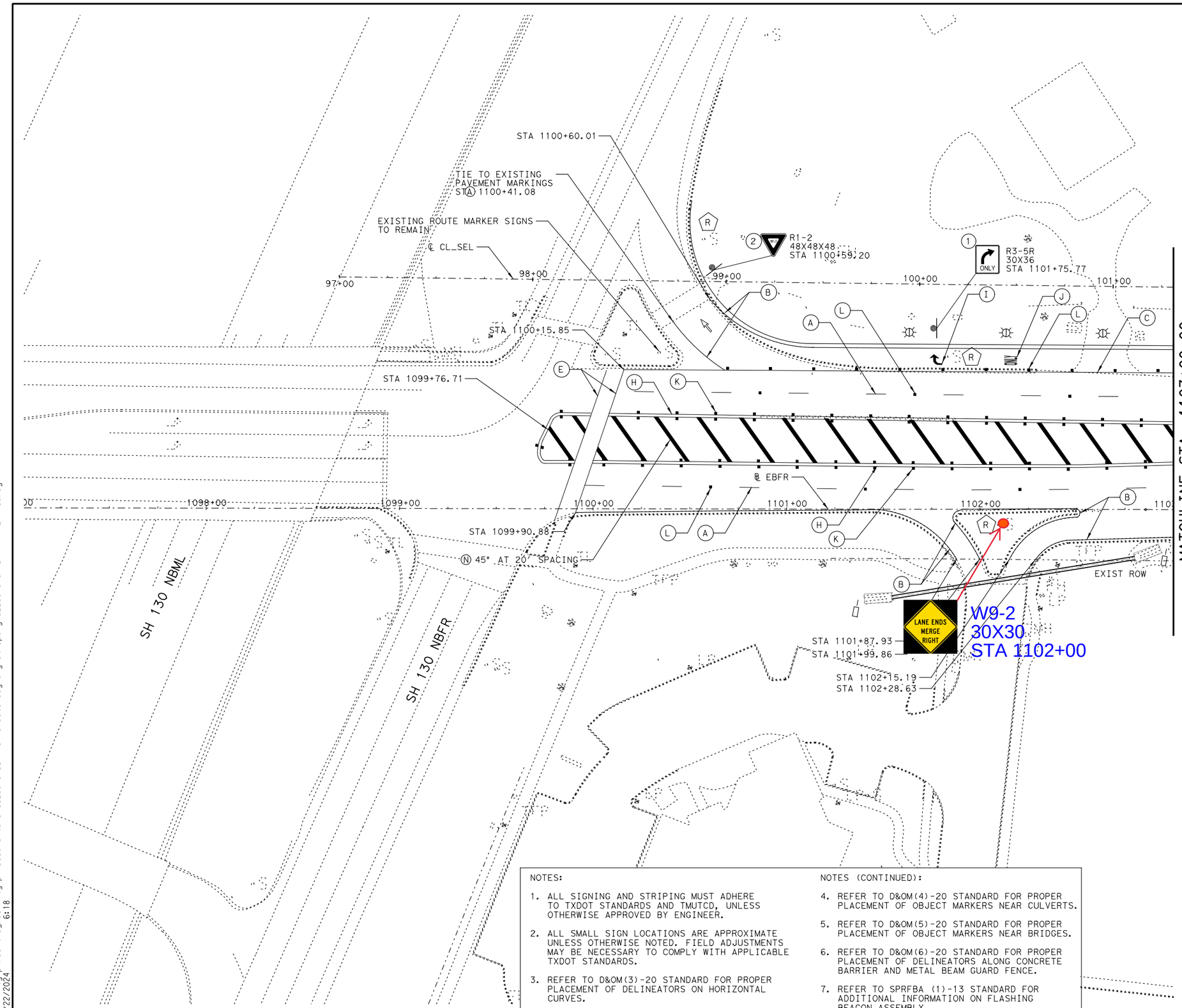
Notes:

All permits, lane closures and traffic control are excluded.
All layout is excluded.
General Contractor to provide access and staging area for ESSI materials & equipment.
If any material tests are required they shall be done by the GC or others.
All maintenance is excluded.
Sign prices are based on same move-in with additional CO signs, or a $350.00 mobilization charge will apply. No temporary signs/mounts, covering or turning of signs, solar or electrical is included.
Overhead signs will be provided by ESSI for installation by others.
Sign relocation pricing reflects new stubs only. If new posts or signs are needed, additional charges will apply.
Aluminum signs type A price reflects ESSI providing the signs for installation by others.
All shoring and mass excavation are excluded.
All dewatering is excluded.
Pricing is good for thirty (30) days.
*****All bid prices are negotiable.*****

Respectfully submitted by Carson Ikels, Estimator

Accepted by: _____ Date: _____

100% SUBMITTAL



0 25 50

SCALE: 1" = 50'

LEGEND OF ESTIMATED QUANTITIES

Ⓐ	RE PM W/RET REQ TY I (W) (4") (BRK) (100 MIL)
Ⓑ	RE PM W/RET REQ TY I (W) (4") (SLD) (100 MIL)
Ⓒ	REFL PAV MRK TY I (W) (8") (SLD) (100 MIL)
Ⓓ	REFL PAV MRK TY I (W) (12") (LNDP) (100 MIL)
Ⓔ	REFL PAV MRK TY I (W) (12") (SLD) (100 MIL)
Ⓕ	REFL PAV MRK TY I (W) (24") (SLD) (100 MIL)
Ⓖ	RE PM W/RET REQ TY I (Y) (4") (BRK) (100 MIL)
Ⓗ	RE PM W/RET REQ TY I (Y) (4") (SLD) (100 MIL)
Ⓘ	REFL PAV MRK TY I (W) (ARROW) (100 MIL)
Ⓙ	REFL PAV MRK TY I (W) (WORD) (100 MIL)
Ⓚ	REFL PAV MRKR TY II-A-A
Ⓛ	REFL PAV MRKR TY I-C
Ⓜ	REFL PAV MRK TY I (W) (8") (BRK) (100 MIL)
Ⓝ	REFL PAV MRK TY I (Y) (12") (SLD) (100 MIL)
Ⓞ	REFL PAV MRK TY I (Y) (MED NOSE) (100 MIL)
	INSTL DEL ASSM (D-SW) SZ1 (FLX) GND (BI)
	INSTL DEL ASSM (D-SW) SZ (BRF) CTB
	INSTL DEL ASSM (D-SW) SZ (BRF) CTB (BI)
	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)
	INSTL OM ASSM (OM-2Y) (WC) GND
	TRAFFIC DIRECTION ARROWS
Ⓡ	REMOVE EXISTING SIGN

NOTES:

1. ALL SIGNING AND STRIPING MUST ADHERE TO TXDOT STANDARDS AND TMUTCD, UNLESS OTHERWISE APPROVED BY ENGINEER.
2. ALL SMALL SIGN LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED. FIELD ADJUSTMENTS MAY BE NECESSARY TO COMPLY WITH APPLICABLE TXDOT STANDARDS.
3. REFER TO D&OM(3)-20 STANDARD FOR PROPER PLACEMENT OF DELINEATORS ON HORIZONTAL CURVES.

NOTES (CONTINUED):

4. REFER TO D&OM(4)-20 STANDARD FOR PROPER PLACEMENT OF OBJECT MARKERS NEAR CULVERTS.
5. REFER TO D&OM(5)-20 STANDARD FOR PROPER PLACEMENT OF OBJECT MARKERS NEAR BRIDGES.
6. REFER TO D&OM(6)-20 STANDARD FOR PROPER PLACEMENT OF DELINEATORS ALONG CONCRETE BARRIER AND METAL BEAM GUARD FENCE.
7. REFER TO SPRFBA (1)-13 STANDARD FOR ADDITIONAL INFORMATION ON FLASHING BEACON ASSEMBLY.

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

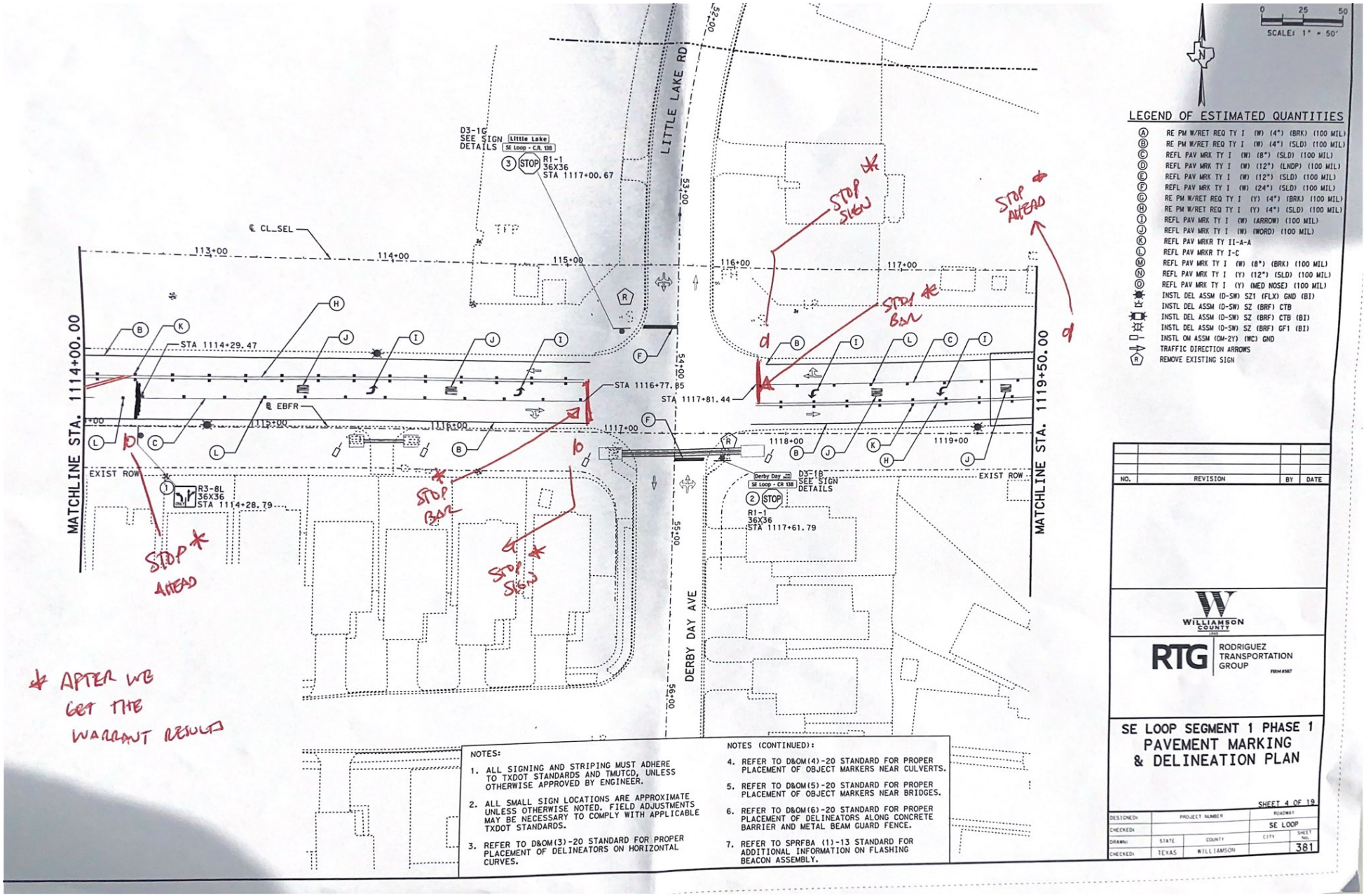
RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

SE LOOP SEGMENT 1 PHASE 1 PAVEMENT MARKING & DELINEATION PLAN

SHEET 1 OF 19

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		378

pw://rtg:pw.bentley.com:rtg-pw/Documents/87602O1/CADD/Plan Sheets/Signing Striping/SELSIP1•SPMD•PMRK•PLAN•01.dgn
3/22/2024 6:18



LEGEND OF ESTIMATED QUANTITIES

(A)	RE PM W/RET REQ TY I (W) (4") (BRK) (100 MIL)
(B)	RE PM W/RET REQ TY I (W) (4") (SLD) (100 MIL)
(C)	REFL PAV MRK TY I (W) (8") (SLD) (100 MIL)
(D)	REFL PAV MRK TY I (W) (12") (LNDP) (100 MIL)
(E)	REFL PAV MRK TY I (W) (12") (SLD) (100 MIL)
(F)	REFL PAV MRK TY I (W) (24") (SLD) (100 MIL)
(G)	RE PM W/RET REQ TY I (Y) (4") (BRK) (100 MIL)
(H)	RE PM W/RET REQ TY I (Y) (4") (SLD) (100 MIL)
(I)	REFL PAV MRK TY I (W) (ARROW) (100 MIL)
(J)	REFL PAV MRK TY I (W) (WORD) (100 MIL)
(K)	REFL PAV MRKR TY II-A-A
(L)	REFL PAV MRKR TY I-C
(M)	REFL PAV MRK TY I (W) (8") (BRK) (100 MIL)
(N)	REFL PAV MRK TY I (Y) (12") (SLD) (100 MIL)
(O)	REFL PAV MRK TY I (Y) (MED NOSE) (100 MIL)
	INSTL DEL ASSM (D-SW) SZ1 (FLX) GND (BI)
	INSTL DEL ASSM (D-SW) SZ (BRF) CTB
	INSTL DEL ASSM (D-SW) SZ (BRF) CTB (BI)
	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)
	INSTL OH ASSM (OM-2Y) (WC) GND
	TRAFFIC DIRECTION ARROWS
(R)	REMOVE EXISTING SIGN

* AFTER WE GET THE WARRANT RESULTS

NOTES:

1. ALL SIGNING AND STRIPING MUST ADHERE TO TXDOT STANDARDS AND TMUTCD, UNLESS OTHERWISE APPROVED BY ENGINEER.
2. ALL SMALL SIGN LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED. FIELD ADJUSTMENTS MAY BE NECESSARY TO COMPLY WITH APPLICABLE TXDOT STANDARDS.
3. REFER TO D&OM(3)-20 STANDARD FOR PROPER PLACEMENT OF DELINEATORS ON HORIZONTAL CURVES.

NOTES (CONTINUED):

4. REFER TO D&OM(4)-20 STANDARD FOR PROPER PLACEMENT OF OBJECT MARKERS NEAR CULVERTS.
5. REFER TO D&OM(5)-20 STANDARD FOR PROPER PLACEMENT OF OBJECT MARKERS NEAR BRIDGES.
6. REFER TO D&OM(6)-20 STANDARD FOR PROPER PLACEMENT OF DELINEATORS ALONG CONCRETE BARRIER AND METAL BEAM GUARD FENCE.
7. REFER TO SPRFBA (1)-13 STANDARD FOR ADDITIONAL INFORMATION ON FLASHING BEACON ASSEMBLY.

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #9587

SE LOOP SEGMENT 1 PHASE 1 PAVEMENT MARKING & DELINEATION PLAN

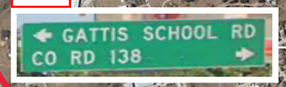
SHEET 4 OF 19

DESIGNED	PROJECT NUMBER		ROADWAY	
CHECKED			SE LOOP	
DRAWN	STATE	COUNTY	CITY	SHEET NO.
CHECKED	TEXAS	WILLIAMSON		381

S1



S11



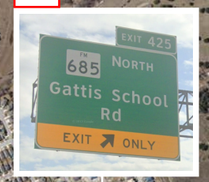
S4



S5



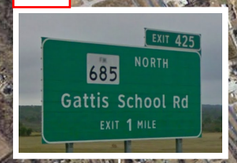
S8



S9



S10



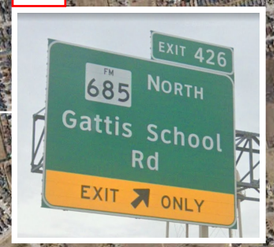
S7



S6



S3



S2



SH 45N

GATTIS SCHOOL ROAD

STAR RANCH BOULEVARD

SH 130

US 79

SH 130

SH 130

CHRIS KELLY BOULEVARD

KELLY LANE

EXISTING CR 138

℄ E WILCO HIGHWAY

SEE ATTACHED SHEETS FOR PROPOSED SIGN DETAILS.

STATE OF TEXAS
ROBERTSON JON P. BELARMINO
100551
LICENSED PROFESSIONAL ENGINEER
04/01/2024

NO.	REVISIONS	BY	DATE

NTS

HNTB

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

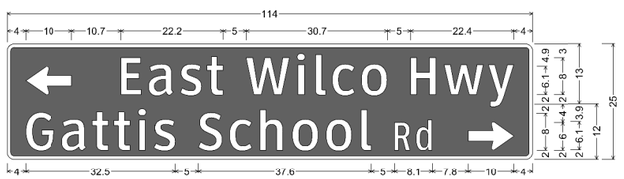
SE LOOP SEGMENT 1 PHASE 1

SH 130 SIGN UPDATES

DESIGNED:	PROJECT NUMBER		ROADWAY
CHECKED:	FB 13346		SE LOOP IE WILCO HWY1
DRAWN:	STATE	COUNTY	CITY	SHEET NUMBER
CHECKED:	TEXAS	WILLIAMSON		

PROPOSED S4

REMOVE AND REPLACE EXISTING SIGN



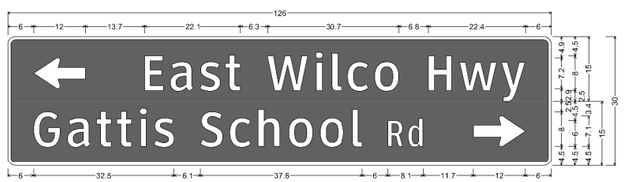
D1-2 6in LT-RT;

1.5" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 10.0" X 6.1" 180°; "East", ClearviewHwy-3-W; "Wilco", ClearviewHwy-3-W; "Hwy", ClearviewHwy-3-W;

1.5" Radius, 0.8" Border, White on Green;
"Gattis", ClearviewHwy-3-W; "School", ClearviewHwy-3-W; "Rd", ClearviewHwy-2-W;
Standard Arrow Custom 10.0" X 6.1" 0°;

PROPOSED S5

REMOVE AND REPLACE EXISTING SIGN. NEW SIGN LOCATION - SEE SUMMARY OF SMALL SIGNS.



D1-2 8in LT-RT;

1.9" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 12.0" X 7.1" 180"; "East Wilco Hwy", ClearviewHwy-3-W;

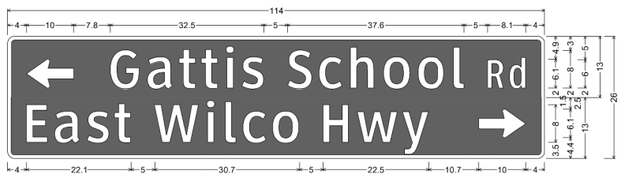
1.9" Radius, 0.8" Border, White on Green;
"Gattis School", ClearviewHwy-3-W; "Rd", ClearviewHwy-2-W; Standard Arrow Cu

NOTES:

1. TXDOT TO VERIFY ADEQUACY OF EXISTING MAST ARMS TO SUPPORT PROPOSED SIGNS S4 AND S6.
2. ALL SIGN DIMENSIONS SHOWN ARE IN INCHES.

PROPOSED S6

REMOVE AND REPLACE EXISTING SIGN



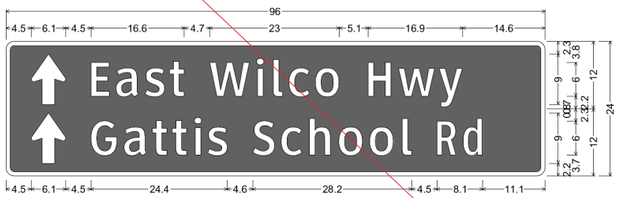
D3-1G(5) 8in (2 Lines);

1.5" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 10.0" X 6.1" 180"; "Gattis", ClearviewHwy-3-W; "School", ClearviewHwy-3-W; "Rd", ClearviewHwy-2-W;

1.5" Radius, 0.8" Border, White on Green;
"East", ClearviewHwy-3-W; "Wilco", ClearviewHwy-3-W; "Hwy", ClearviewHwy-3-W; Standard Arrow Custom 10.0" X 6.1" 0";

PROPOSED S7

REMOVE AND REPLACE EXISTING SIGN. NEW SIGN LOCATION - SEE SUMMARY OF SMALL SIGNS.



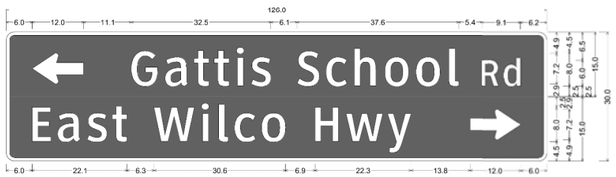
D1-2 6in UP-UP;

1.5" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 9.0" X 6.1" 90"; "East Wilco Hwy", ClearviewHwy-3-W;

1.5" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 9.0" X 6.1" 90"; "Gattis School", ClearviewHwy-3-W; "Rd", ClearviewHwy-2-W;

PROPOSED S11

REMOVE AND REPLACE EXISTING SIGN.



D1-2 8in LT-RT;

1.9" Radius, 0.8" Border, White on Green;
Standard Arrow 12.0" X 7.1" 180"; "Gattis School Rd", ClearviewHwy-3-W;

1.9" Radius, 0.8" Border, White on Green;
"East Wilco Hwy", ClearviewHwy-3-W; Standard Arrow 12.0" X 7.1" 0";





NO.	REVISIONS	BY	DATE

NTS

HNTB

HNTB Corporation
The HNTB Companies
Architecture | Engineering
Firm Registration Number 00

SE LOOP
SEGMENT 1 PHASE 1

SH 130
SMALL SIGN DETAILS

SHEET 1 OF 5

DESIGNED:	PROJECT NUMBER		ROADWAY
CHECKED:	FB 13346		SE LOOP (E WILCO HWY)
DRAWN:	STATE	COUNTY	CITY	SHEET NUMBER
CHECKED:	TEXAS	WILLIAMSON		

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	POST TYPE FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	POSTS 1 or 2	ANCHOR TYPE UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	MOUNTING DESIGNATION PREFABRICATED P = "Plain" T = "T" U = "U"	1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE TY N TY S
			LT Arrow - East Wilco Hwy									
	S4	D1-2		114 X 25	X				INSTALL ON EXISTING MAST ARM			
			Gattis School Rd - RT Arrow									
			LT Arrow - East Wilco Hwy									
	S5	D1-2		126 X 30	X		S80	1	SA	U	BM	
			Gattis School Rd - RT Arrow						NEW SIGN / NEW LOCATION: 30.50291, -97.58062 240' UPSTREAM OF EXISTING LOCATION			
			LT Arrow - Gattis School Rd									
	S6	D3-1		114 X 26	X				INSTALL ON EXISTING MAST ARM			
			East Wilco Hwy - RT Arrow									
			Thru Arrow - East Wilco Hwy									
	S7	D1-2		96 X 24	X		S80	1	SA	U	BM	
			Thru Arrow - Gattis School Rd						NEW SIGN / NEW LOCATION: 30.51522, -97.57637 750' UPSTREAM OF EXISTING LOCATION			
			LT Arrow - Gattis School Rd									
	S11	D1-2		126 X 30	X		S80	1	SA	U	BM	
			East Wilco Hwy - RT Arrow						INSTALL AT EXISTING LOCATION			

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

Texas Department of Transportation

Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE: sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-16	DIST	COUNTY		SHEET NO.
8-16				

CO #5.0 (Police Presence)

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

Item 999-WC02

PROJECT: CR 138 Right Turn Lane at SH 130
DATE: 4/8/2024
DESCRIPTION:

This proposal is for the addition of requested Police Officer Presence for three shifts of night work. **Proposed costs for additional police presence is $4,565.45/LS.**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 75.00								0.0	$ -
Superintendent	$ 55.00								0.0	$ -
Foreman/Layout Coordinator	$ 50.00								0.0	$ -
Operator 1	$ 30.00								0.0	$ -
Operator 2	$ 28.00								0.0	$ -
Operator 3	$ 26.00								0.0	$ -
Pipe Layer/Concrete Finisher	$ 26.00								0.0	$ -
Laborer 1	$ 24.00								0.0	$ -
Laborer 2	$ 24.00								0.0	$ -
Laborer 3	$ 24.00								0.0	$ -
Driver 1	$ 27.00								0.0	$ -
Driver 2	$ 27.00								0.0	$ -
Foreman/Layout Coordinator OT	$ 75.00								0.0	$ -
Operator 1 OT	$ 45.00								0.0	$ -
Operator 2 OT	$ 42.00								0.0	$ -
Operator 3 OT	$ 39.00								0.0	$ -
Pipe Layer/Concrete Finisher OT	$ 39.00								0.0	$ -
Laborer 1 OT	$ 36.00								0.0	$ -
Laborer 2 OT	$ 36.00								0.0	$ -
Laborer 3 OT	$ 36.00								0.0	$ -
Driver 1 OT	$ 40.50								0.0	$ -
Driver 2 OT	$ 40.50								0.0	$ -
									LABOR SUBTOTAL	**$ -**

PER DIEM

	Unit Cost								QTY	COST
SCCI Per Diem	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Texas Highway Cops, LLC.	$ 70.00	HR	Two officers for a closure - Gattis School Rd. And Toll Rd. 130	61.5	$ 4,305.00
				0.0	$ -
				SUBCONTRACTOR SUBTOTAL	**$ 4,305.00**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
					$ -
					$ -
				UNIT RATE SUBTOTAL	**$ -**

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
									0.0	$ -
									0.0	$ -
									0.0	$ -
									EQUIPMENT SUBTOTAL	**$ -**

Additional Time Requested (Working Days)	**0**		
	LABOR SUBTOTAL		$ -
	LABOR BURDEN	**55%**	$ -
	LABOR PROFIT & OVERHEAD	**15%**	$ -
	PER DIEM		$ -
	MATERIAL SUBTOTAL		$ -
	MATERIALS PROFIT AND OVERHEAD	**15%**	$ -
	SUB CONTRACTOR SUBTOTAL		$ 4,305.00
	GC PROFIT AND OVERHEAD ON SUBS	**5%**	$ 215.25
	UNIT RATE		$ -
	EQUIPMENT		$ -
	EQUIPMENT MARKUP	**5%**	$ -
	SUBTOTAL		**$ 4,520.25**
	BONDING COST	**1%**	$ 45.20
	TOTAL		**$ 4,565.45**
			$ 4,565.45 /LS

INVOICE

Item 999-WC02

Bill To

Smith Contracting Inc.
Austin, Tx
(512) 350-1806
(512) 990-7640

Texas Highway Cops LLC.

PO Box #264
Devine, TX 78016
Phone: (210) 518-9707
Email: oreyes@texashighwaycops.com
Web: www.texashighwaycops.com

Payment terms	Due upon receipt
Invoice #	Invoice #5168
Date	04/07/2024

Description	Rate	Quantity	Total
(Smith Contracting)Police Officers Total Hours Worked	$70.00	61.5	$4,305.00

04/02/24
Two officers for a closure - Gattis School Rd. And Toll Rd. 130 (20 Hrs)

04/03/24
Two officers for a closure - Gattis School Rd. And Toll Rd. (21 Hrs)

04/04/24
Two officers for a closure - Gattis School Rd. And Toll Rd. (20.5 Hrs)

Subtotal	$4,305.00
Total	**$4,305.00**

Smith Contracting Inc.

CO #7.0 -(Mast Arms Signs)

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

Item 690-6029

PROJECT: CR 138 Right Turn Lane at SH 130
DATE: 4/9/2024
DESCRIPTION:

This proposal is for the addition of two signs to be installed on existing mast arms at the intersection of SH130 & East Wilco Hwy. **Proposed costs for installation of mast arm signs is $2,524.16/EA.**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 75.00								0.0	$ -
Superintendent	$ 55.00								0.0	$ -
Foreman/Layout Coordinator	$ 50.00	3							3.0	$ 150.00
Operator 1	$ 30.00								0.0	$ -
Operator 2	$ 28.00								0.0	$ -
Operator 3	$ 26.00								0.0	$ -
Pipe Layer/Concrete Finisher	$ 26.00								0.0	$ -
Laborer 1	$ 24.00								0.0	$ -
Laborer 2	$ 24.00								0.0	$ -
Laborer 3	$ 24.00								0.0	$ -
Driver 1	$ 27.00								0.0	$ -
Driver 2	$ 27.00								0.0	$ -
Foreman/Layout Coordinator OT	$ 75.00								0.0	$ -
Operator 1 OT	$ 45.00								0.0	$ -
Operator 2 OT	$ 42.00								0.0	$ -
Operator 3 OT	$ 39.00								0.0	$ -
Pipe Layer/Concrete Finisher OT	$ 39.00								0.0	$ -
Laborer 1 OT	$ 36.00								0.0	$ -
Laborer 2 OT	$ 36.00								0.0	$ -
Laborer 3 OT	$ 36.00								0.0	$ -
Driver 1 OT	$ 40.50								0.0	$ -
Driver 2 OT	$ 40.50								0.0	$ -
									LABOR SUBTOTAL	**$ 150.00**

PER DIEM

	Unit Cost								QTY	COST
SCCI Per Diem	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
G-Carter	$ 2,100.00	EA	MUNICIPAL SIGNS ON MASTARMS	2.0	$ 4,200.00
				0.0	
				0.0	
				0.0	$ -
				SUBCONTRACTOR SUBTOTAL	**$ 4,200.00**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
SMITH	$ 333.33	WD	Traffic Control	1.0	$ 333.33
					$ -
				UNIT RATE SUBTOTAL	**$ 333.33**

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
									0.0	$ -
									0.0	$ -
									0.0	$ -
									EQUIPMENT SUBTOTAL	**$ -**

Additional Time Requested (Working Days)	**0**

LABOR SUBTOTAL		$	150.00
LABOR BURDEN	**55%**	$	82.50
LABOR PROFIT & OVERHEAD	**15%**	$	22.50
PER DIEM		$	-
MATERIAL SUBTOTAL		$	-
MATERIALS PROFIT AND OVERHEAD	**15%**	$	-
SUB CONTRACTOR SUBTOTAL		$	4,200.00
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$	210.00
UNIT RATE		$	333.33
EQUIPMENT		$	-
EQUIPMENT MARKUP	**5%**	$	-
SUBTOTAL		**$**	**4,998.33**
BONDING COST	**1%**	$	49.98
TOTAL		**$**	**5,048.31**
		$	**2,524.16** /EA

Item 690-6029

805 N. BELL BLVD.
CEDAR PARK, TEXAS 78613

(512) 258-10
FAX (512) 258-10

April 8, 2024

Project Name: INSTALL MASTARM SIGNS
Job Location: GATTIS SCHOOL ROAD
Owner: WILLIAMSON COUNTY

We at G Carter Construction Co., Inc. are pleased to quote the bid items below on the referenced project:

Bid Item	Tech Spec.	Description	Qty	Unit	Unit Price	Amount
1	S4 & S6	MUNICIPAL SIGNS ON MASTARMS	2.0	EA	$ 2,100.00	$ 4,200.00
			TOTAL		**$**	**4,200.00**

These prices do not include any Bond, Traffic Control or Engineering. If Bond is required, the General Contractor will add 3 1/2% to the bid. These prices are contingent on being awarded all items bid.

G Carter Construction Company Inc is a State Certified WBE, DBE, SBE & HUB.

If this bid is accepted, it becomes a part of the contract. This quote is good for 30 days from date of this letter.

If additional information is needed, please contact me at (512) 258-1025.

Sincerely,

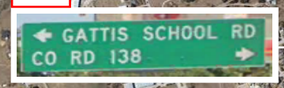
Pete Smith

Pete Smith
Vice President / Estimator

S1



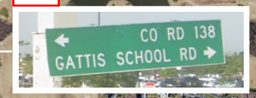
S11



S4



S5



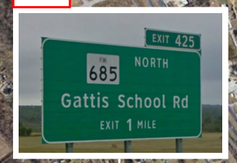
S8



S9



S10



S7



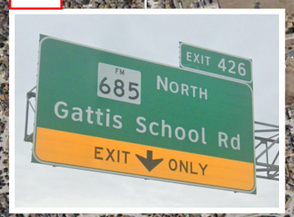
S6



S3



S2



SH 45N

KELLY LANE

SH 130

SH 130

SH 130

GATTIS SCHOOL ROAD

STAR RANCH BOULEVARD

CHRIS KELLY BOULEVARD

US 79

EXISTING CR 138

℄ E WILCO HIGHWAY

SEE ATTACHED SHEETS FOR PROPOSED SIGN DETAILS.

STATE OF TEXAS
ROBERTSON JON P. BELARMINO
100551
LICENSED PROFESSIONAL ENGINEER
04/01/2024

NO.	REVISIONS	BY	DATE

NTS

HNTB

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

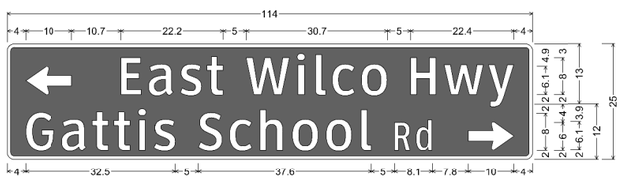
SE LOOP
SEGMENT 1 PHASE 1

SH 130 SIGN UPDATES

DESIGNED:	PROJECT NUMBER		ROADWAY
CHECKED:	FB 13346		SE LOOP (E WILCO HWY)
DRAWN:	STATE	COUNTY	CITY
CHECKED:	TEXAS	WILLIAMSON	

PROPOSED S4

REMOVE AND REPLACE EXISTING SIGN



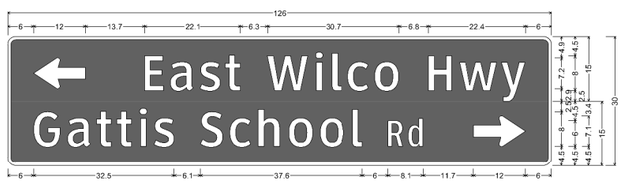
D1-2 6in LT-RT;

1.5" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 10.0" X 6.1" 180°; "East", ClearviewHwy-3-W; "Wilco", ClearviewHwy-3-W; "Hwy", ClearviewHwy-3-W;

1.5" Radius, 0.8" Border, White on Green;
"Gattis", ClearviewHwy-3-W; "School", ClearviewHwy-3-W; "Rd", ClearviewHwy-2-W; Standard Arrow Custom 10.0" X 6.1" 0°;

PROPOSED S5

REMOVE AND REPLACE EXISTING SIGN. NEW SIGN LOCATION - SEE SUMMARY OF SMALL SIGNS.



D1-2 8in LT-RT;

1.9" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 12.0" X 7.1" 180°; "East Wilco Hwy", ClearviewHwy-3-W;

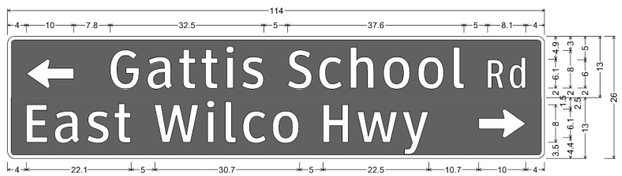
1.9" Radius, 0.8" Border, White on Green;
"Gattis School", ClearviewHwy-3-W; "Rd", ClearviewHwy-2-W; Standard Arrow Cu

NOTES:

1. TXDOT TO VERIFY ADEQUACY OF EXISTING MAST ARMS TO SUPPORT PROPOSED SIGNS S4 AND S6.
2. ALL SIGN DIMENSIONS SHOWN ARE IN INCHES.

PROPOSED S6

REMOVE AND REPLACE EXISTING SIGN



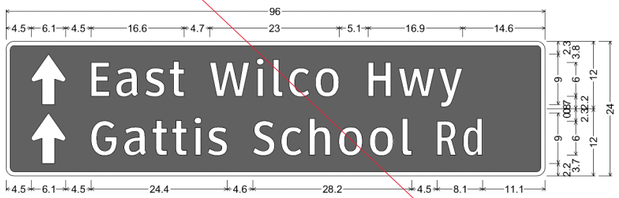
D3-1G(5) 8in (2 Lines);

1.5" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 10.0" X 6.1" 180°; "Gattis", ClearviewHwy-3-W; "School", ClearviewHwy-3-W; "Rd", ClearviewHwy-2-W;

1.5" Radius, 0.8" Border, White on Green;
"East", ClearviewHwy-3-W; "Wilco", ClearviewHwy-3-W; "Hwy", ClearviewHwy-3-W; Standard Arrow Custom 10.0" X 6.1" 0°;

PROPOSED S7

REMOVE AND REPLACE EXISTING SIGN. NEW SIGN LOCATION - SEE SUMMARY OF SMALL SIGNS.



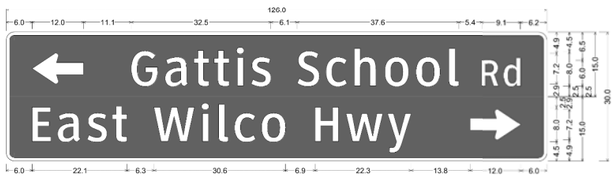
D1-2 6in UP-UP;

1.5" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 9.0" X 6.1" 90°; "East Wilco Hwy", ClearviewHwy-3-W;

1.5" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 9.0" X 6.1" 90°; "Gattis School", ClearviewHwy-3-W; "Rd", ClearviewHwy-2-W;

PROPOSED S11

REMOVE AND REPLACE EXISTING SIGN.



D1-2 8in LT-RT;

1.9" Radius, 0.8" Border, White on Green;
Standard Arrow 12.0" X 7.1" 180°; "Gattis School Rd", ClearviewHwy-3-W;

1.9" Radius, 0.8" Border, White on Green;
"East Wilco Hwy", ClearviewHwy-3-W; Standard Arrow 12.0" X 7.1" 0°;



NO.	REVISIONS	BY	DATE

NTS

HNTB

HNTB Corporation
The HNTB Companies
Headquarters: Kansas City, MO
Texas Registration Number: 00

SE LOOP
SEGMENT 1 PHASE 1

SH 130
SMALL SIGN DETAILS

SHEET 1 OF 5

DESIGNED:	PROJECT NUMBER		ROADWAY
CHECKED:	IFB 13346		SE LOOP (E WILCO HWY)
DRAWN:	STATE	COUNTY	CITY	SHEET NUMBER
CHECKED:	TEXAS	WILLIAMSON		

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DATE:
FILE:

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	POST TYPE FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	POSTS 1 or 2	ANCHOR TYPE UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	MOUNTING DESIGNATION PREFABRICATED P = "Plain" T = "T" U = "U"	1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE TY N TY S
			LT Arrow - East Wilco Hwy									
	S4	D1-2		114 X 25	X				INSTALL ON EXISTING MAST ARM			
			Gattis School Rd - RT Arrow									
			LT Arrow - East Wilco Hwy									
	S5	D1-2		126 X 30	X		S80	1	SA	U	BM	
			Gattis School Rd - RT Arrow						NEW SIGN / NEW LOCATION: 30.50291, -97.58062 240' UPSTREAM OF EXISTING LOCATION			
			LT Arrow - Gattis School Rd									
	S6	D3-1		114 X 26	X				INSTALL ON EXISTING MAST ARM			
			East Wilco Hwy - RT Arrow									
			Thru Arrow - East Wilco Hwy									
	S7	D1-2		96 X 24	X		S80	1	SA	U	BM	
			Thru Arrow - Gattis School Rd						NEW SIGN / NEW LOCATION: 30.51522, -97.57637 750' UPSTREAM OF EXISTING LOCATION			
			LT Arrow - Gattis School Rd									
	S11	D1-2		126 X 30	X		S80	1	SA	U	BM	
			East Wilco Hwy - RT Arrow						INSTALL AT EXISTING LOCATION			

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

Texas Department of Transportation

Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

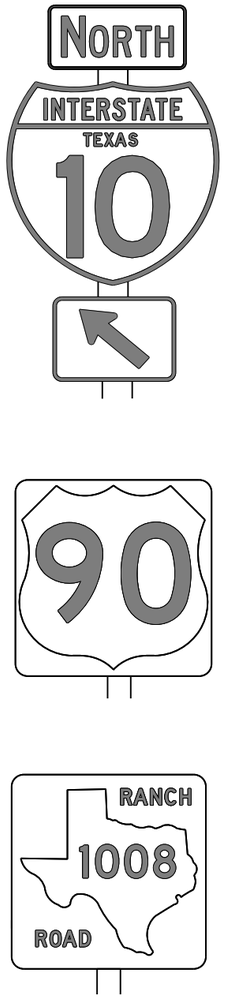
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©TxDOT May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-16	DIST	COUNTY		SHEET NO.
8-16				

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DATE:
FILE:

REQUIREMENTS FOR INDEPENDENT MOUNTED ROUTE SIGNS

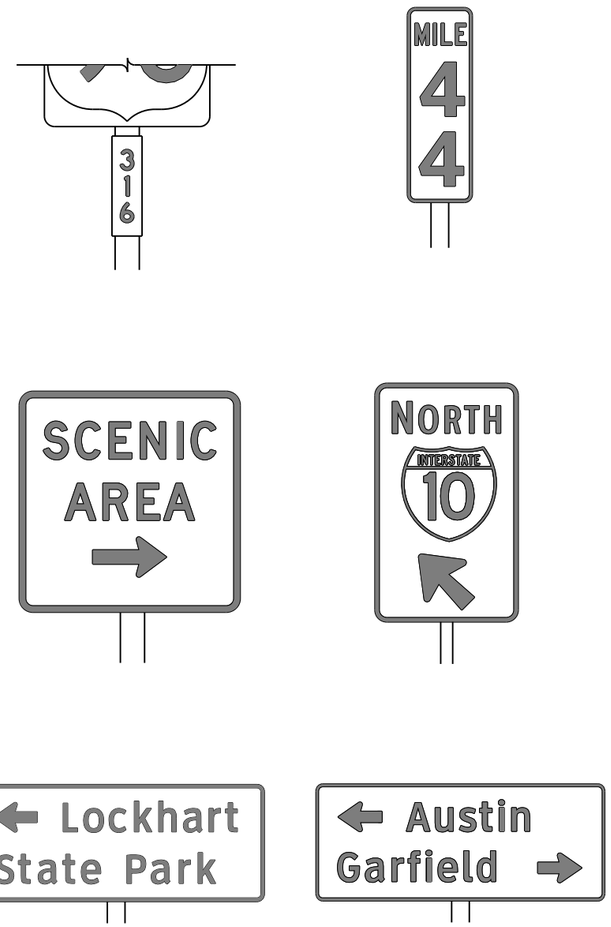
SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE A SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & BORDERS	ALL OTHERS	TYPE B or C SHEETING



TYPICAL EXAMPLES

REQUIREMENTS FOR BLUE, BROWN & GREEN D AND I SERIES GUIDE SIGNS

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	ALL	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE D SHEETING
LEGEND, SYMBOLS & BORDERS	ALL OTHERS	TYPE B OR C SHEETING



TYPICAL EXAMPLES

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).

2. White legend shall use the Clearview Alphabet. The following Clearview fonts shall be used to replace the existing white Federal Highway Administration (FHWA) Standard Highway Alphabets, when not specified in the SHSD, or in the plans.

B	CV-1W
C	CV-2W
D	CV-3W
E	CV-4W
Emod	CV-5WR
F	CV-6W

3. Route sign legend (ie. IH, US, SH and FM shields) shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets B, C, D, E, Emod or F).

4. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.

5. Independent mounted route sign with white or colored legend and borders shall be applied by screening process with transparent color ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof. White legend, symbols and borders on all other signs shall be cut-out white sheeting applied to colored background sheeting.

6. Information regarding borders and radii for signs is found in the "Standard Highway Sign Designs for Texas". Dimensions shown and described for borders and corner radii on parent sign are nominal. Borders may vary in width as much as 1/2 inch. Corner radii above 3 inches may vary in width as much as 1 inch. Borders and corner radii within a parent sign must be of matching widths. The sign area outside the corner radius should be trimmed or rounded.

7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.

8. Mounting details of roadside signs are shown in the "SMD series" Standard Plan Sheets.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR(3)-13

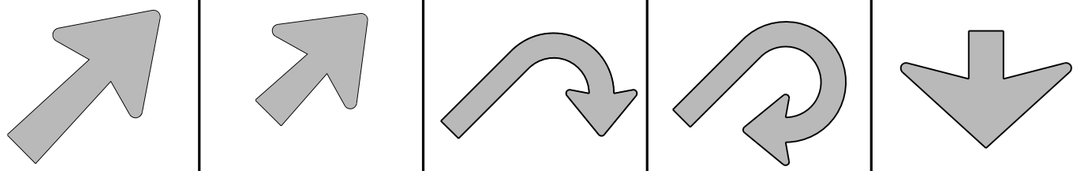
FILE: tsr3-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2003	CONT	SECT	JOB	HIGHWAY
REVISIONS				
12-03 7-13	DIST	COUNTY		SHEET NO.
9-08				

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DATE:
FILE:

ARROW DETAILS

for Large Ground-Mounted and Overhead Guide Signs



TYPE	LETTER SIZE	USE
A-1	10.67" U/L and 10" Caps	Single Lane Exits
A-2	13.33" U/L and 12" Caps	
A-3	16" & 20" U/L	
B-1	10.67" U/L and 10" Caps	Multiple Lane Exits
B-2	13.33" U/L and 12" Caps	
B-3	16" & 20" U/L	

CODE	USED ON SIGN NO.
E-3	E5-1aT
E-4	E5-1bT

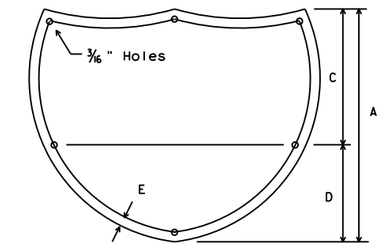
NOTE

Arrow dimensions are shown in the "Standard Highway Sign Designs for Texas" manual.

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

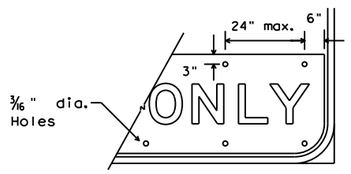
http://www.txdot.gov/

SIGN BLANK PUNCHING DETAILS FOR ATTACHMENTS WHEN SPECIFIED TO BE TYPE A ALUMINUM SIGNS (FOR MOUNTING TO GUIDE SIGN FACE)

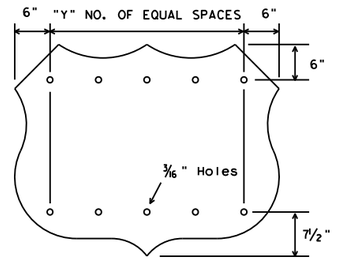


INTERSTATE ROUTE MARKERS

A	C	D	E
36	21	15	1 1/2
48	28	20	1 3/4

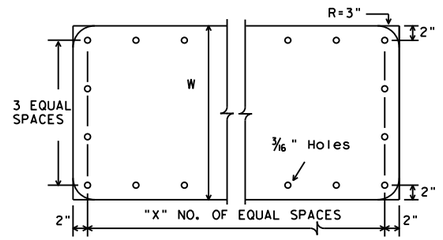


EXIT ONLY PANEL



U.S. ROUTE MARKERS

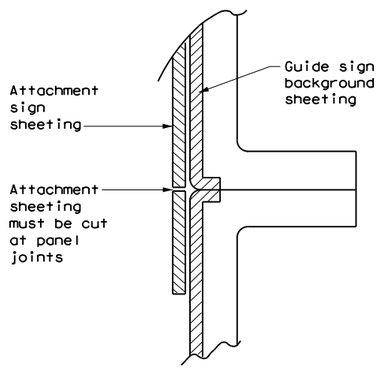
Sign Size	"Y"
24x24	2
30x24	3
36x36	3
45x36	4
48x48	4
60x48	5



STATE ROUTE MARKERS

No. of Digits	W	X
4	24	4
4	36	5
4	48	6
3	24	3
3	36	4
3	48	5

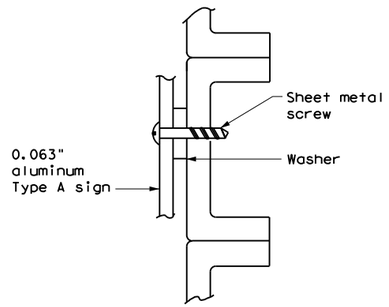
MOUNTING DETAILS OF ATTACHMENTS TO GUIDE SIGN FACE ("EXIT ONLY" AND "LEFT EXIT" PANELS, ROUTE MARKERS AND OTHER ATTACHMENTS)



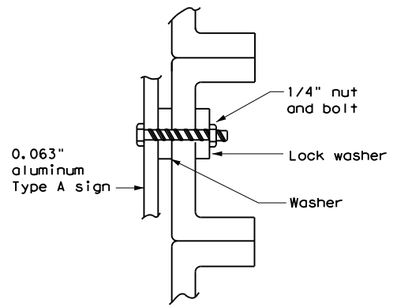
DIRECT APPLIED ATTACHMENT

NOTE:

1. Sheeting for legend, symbols, and borders must be cut at panel joints.
2. Direct applied attachment signs will be subsidiary to "Aluminum Signs" or "Fiberglass Signs".



SCREW ATTACHMENT



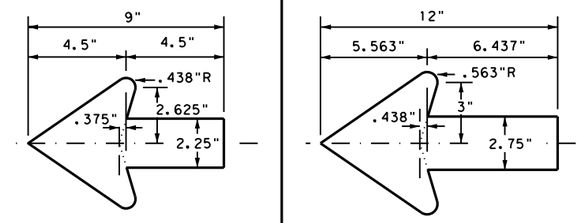
NUT/BOLT ATTACHMENT

NOTE:

Furnish Type A aluminum sign attachments only when specified in the plans. These signs will be paid for under "Aluminum Signs".

ARROW DETAILS

for Destination Signs (Type D)



Standard arrow to be used with 6 inch letters.

Standard arrow to be used with 8 inch letters.

Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR(5)-13

FILE: tsr5-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2003	CONT	SECT	JOB	HIGHWAY
REVISIONS				
12-03 7-13	DIST	COUNTY		SHEET NO.
9-08				

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

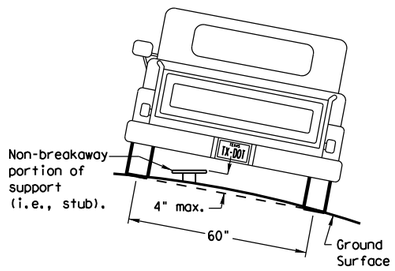
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

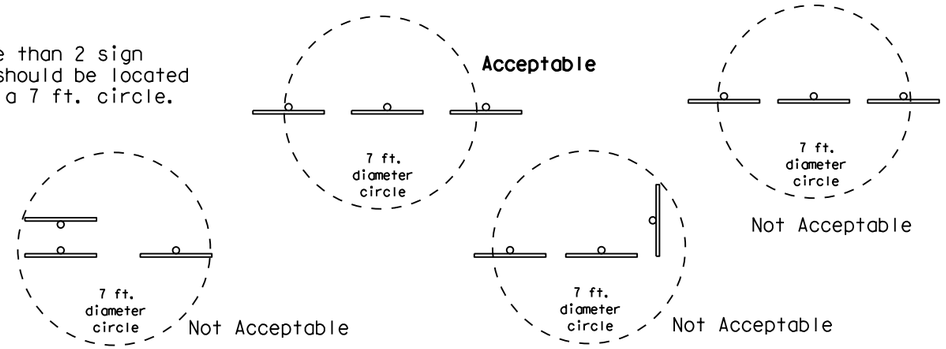
P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-1))

REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



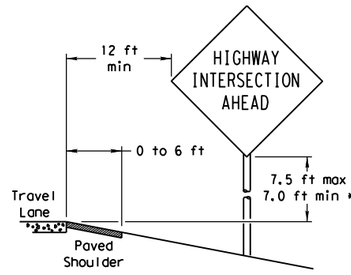
To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

No more than 2 sign posts should be located within a 7 ft. circle.



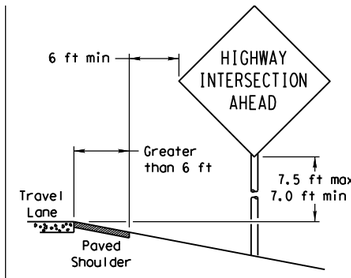
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

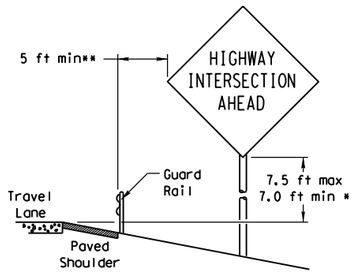
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



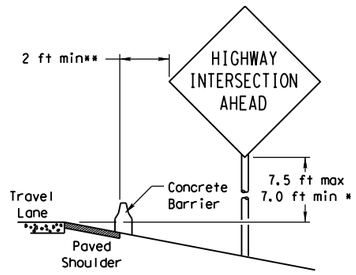
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

BEHIND BARRIER



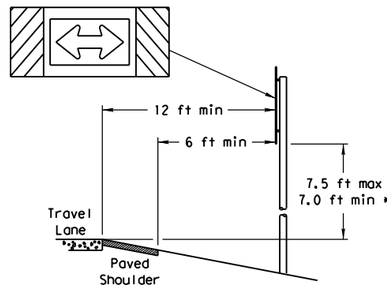
BEHIND GUARDRAIL



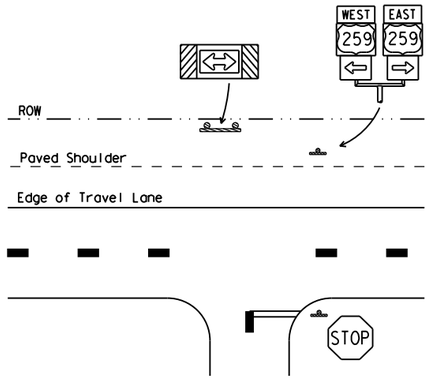
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

T-INTERSECTION



When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

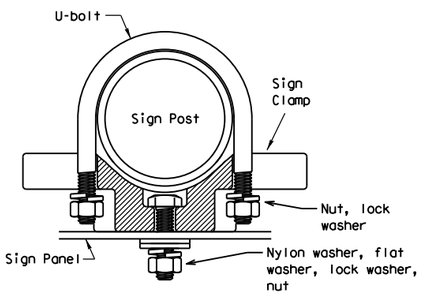
The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

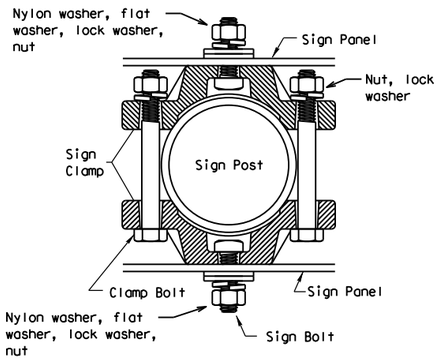
The website address is:
http://www.txdot.gov/publications/traffic.htm

TYPICAL SIGN ATTACHMENT DETAIL

Single Signs



Back-to-Back Signs



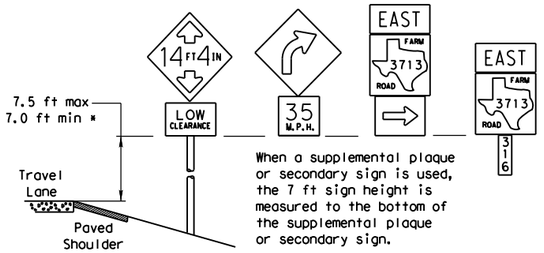
Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

Sign clamps may be either the specific size clamp or the universal clamp.

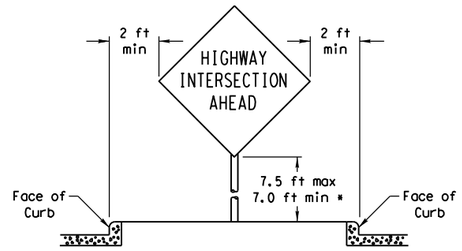
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



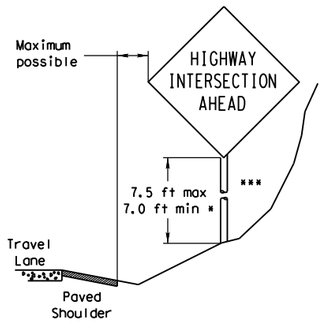
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

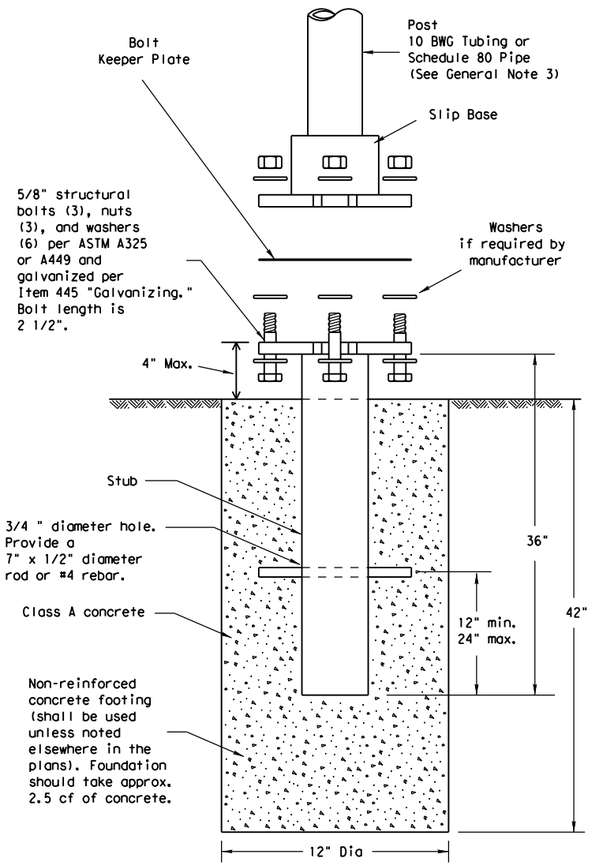
SMD(GEN)-08

©TxDOT July 2002	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

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TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   - 0.134" nominal wall thickness
   - Seamless or electric-resistance welded steel tubing or pipe
   - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   - Other steels may be used if they meet the following:
     - 55,000 PSI minimum yield strength
     - 70,000 PSI minimum tensile strength
     - 20% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.

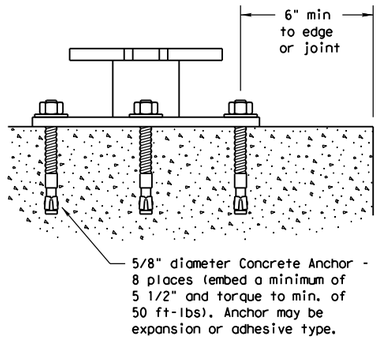
   Schedule 80 Pipe (2.875" outside diameter)
   - 0.276" nominal wall thickness
   - Steel tubing per ASTM A500 Gr C
   - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
     - 46,000 PSI minimum yield strength
     - 62,000 PSI minimum tensile strength
     - 21% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

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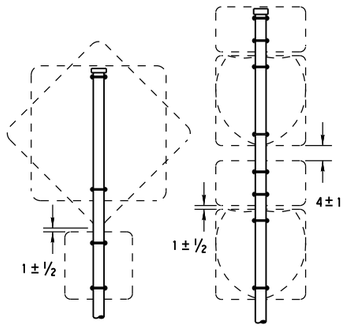
CONT	SECT	JOB	HIGHWAY

DIST	COUNTY	SHEET NO.

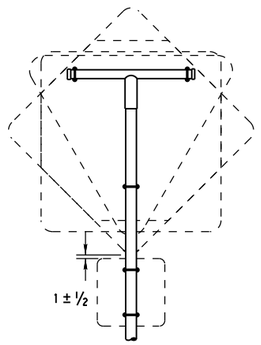
9-08 REVISIONS

DATE:
FILE:

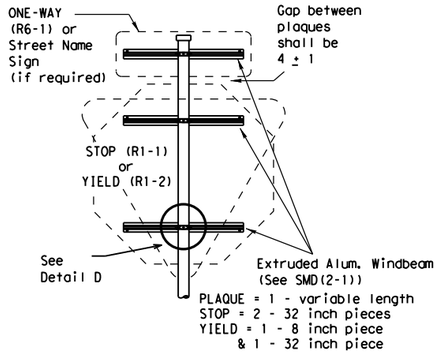
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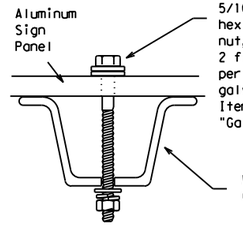
SM RD SGN ASSM TY XXXXX(1)XX(P)



SM RD SGN ASSM TY XXXXX(1)XX(T)

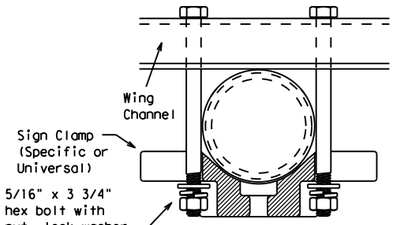


SM RD SGN ASSM TY XXXXX(1)XX(P-BM)



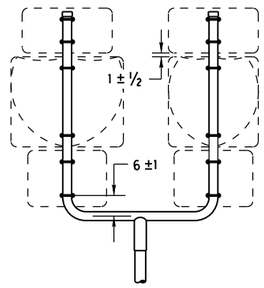
Top View

Detail A

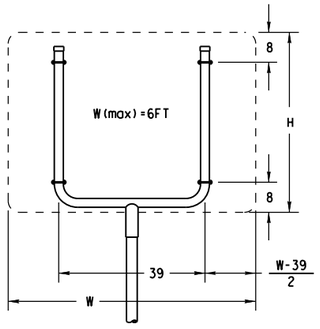


Top View

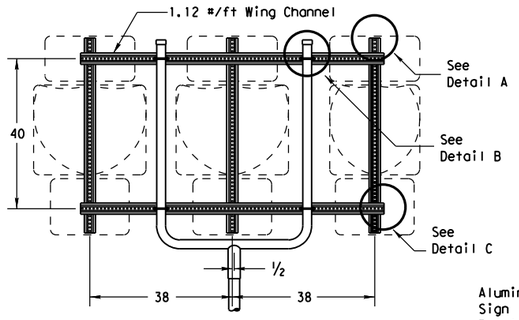
Detail B



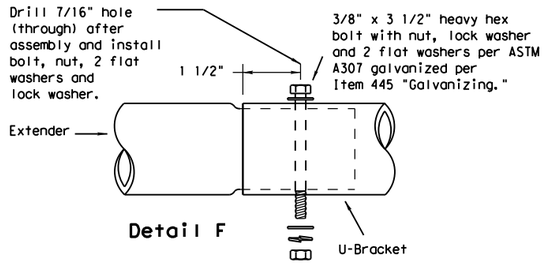
SM RD SGN ASSM TY XXXXX(1)XX(U)



SM RD SGN ASSM TY XXXXX(1)XX(U)

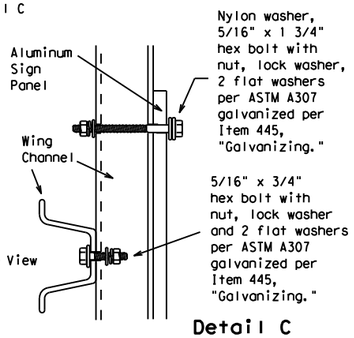


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)

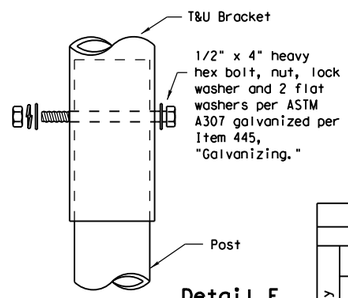


Detail F

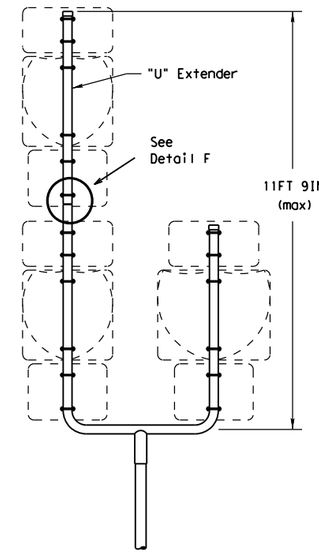
Splices shall only be allowed behind the sign substrate.



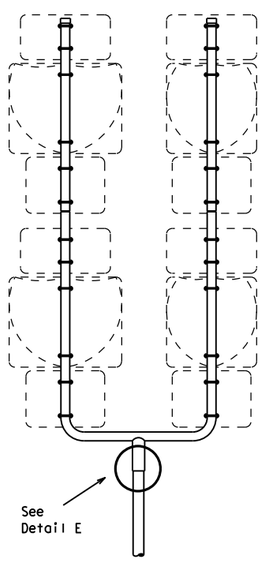
Detail C



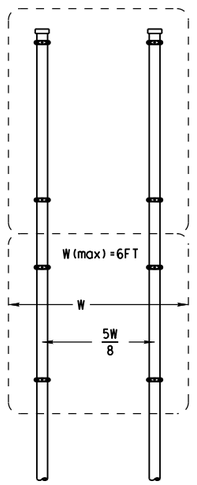
Detail E



SM RD SGN ASSM TY S80(1)XX(U-1EXT)

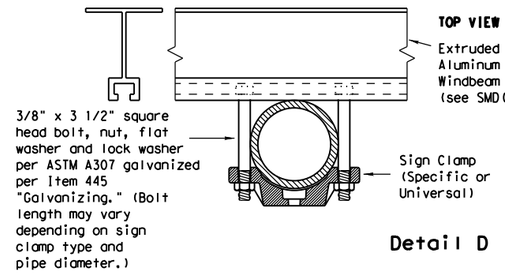


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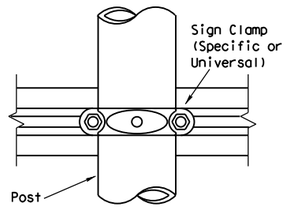


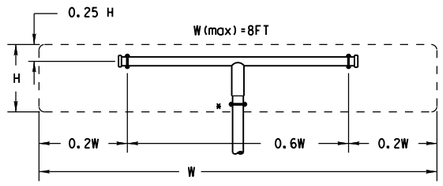
SM RD SGN ASSYM TY XXXXX(2)XX(P)

SIDE VIEW



Detail D

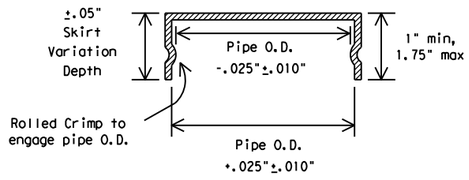




All dimensions are in english unless detailed otherwise.

SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

GENERAL NOTES:

1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

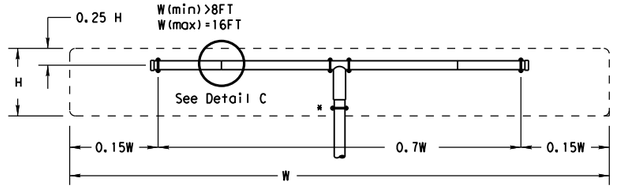
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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

9-08 REVISIONS

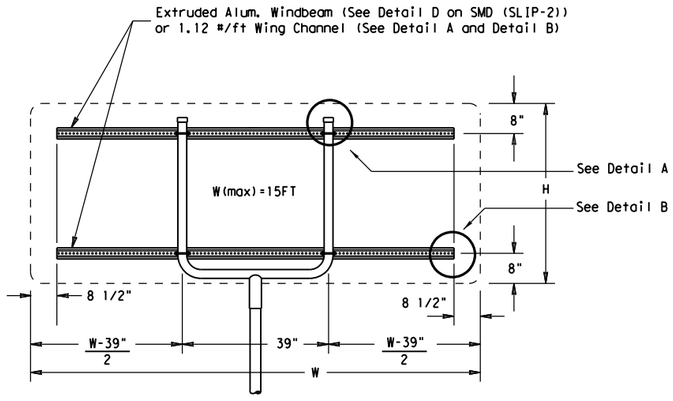
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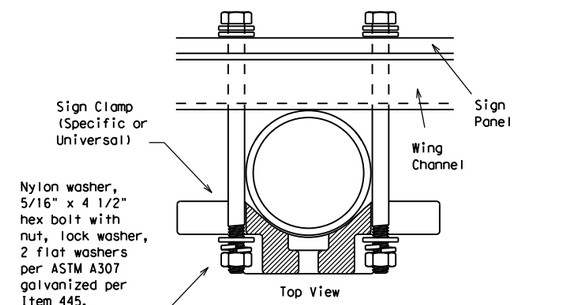


SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)

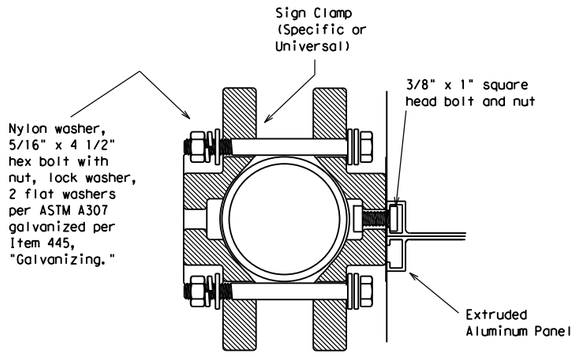
(* - See Note 12)



SM RD SGN ASSM TY XXXXX(1)XX(U-XX)

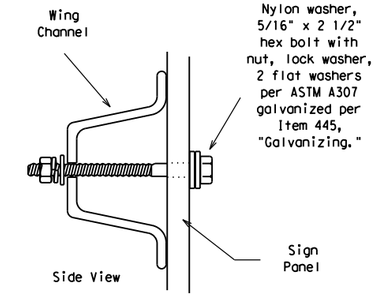


Detail A

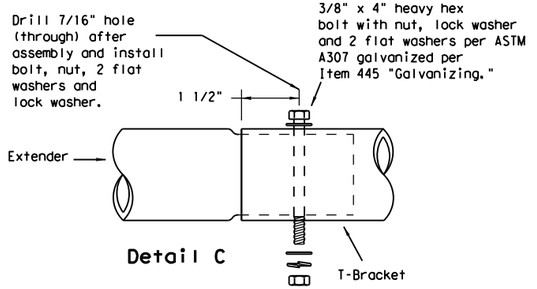


Detail D

EXTRUDED ALUMINUM SIGN WITH T BRACKET

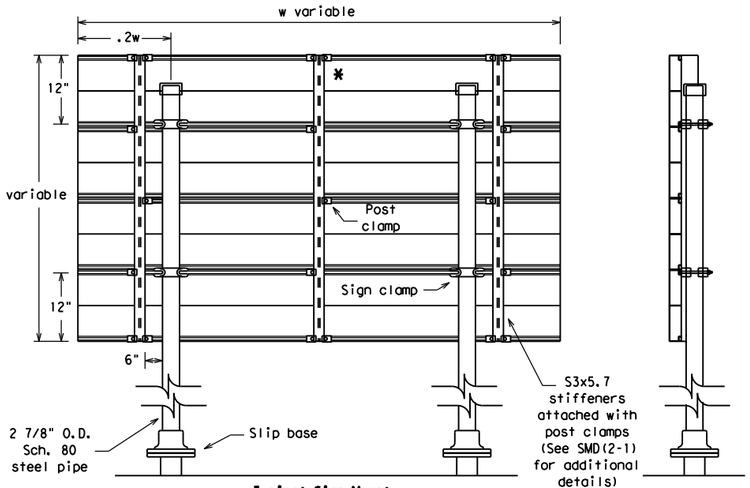


Detail B



Detail C

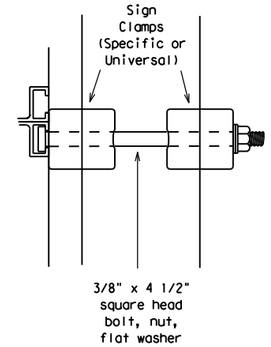
Splices shall only be allowed behind the sign substrate.



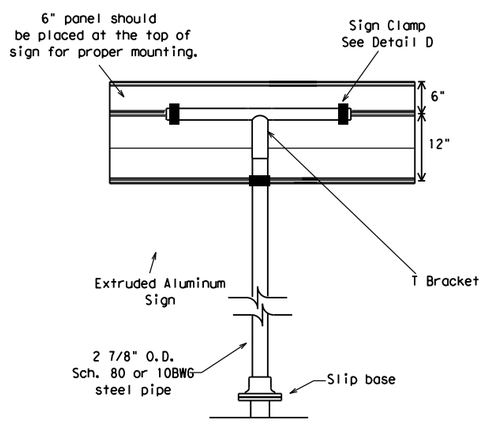
Typical Sign Mount

SM RD SGN ASSM TY S80(2)XX(P-EXAL)

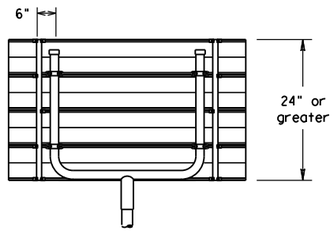
* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.



Detail E



Extruded Aluminum Sign
With T Bracket



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
2. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
3. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
4. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
5. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
6. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
7. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
8. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
9. Sign blanks shall be the sizes and shapes shown on the plans.
10. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
11. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

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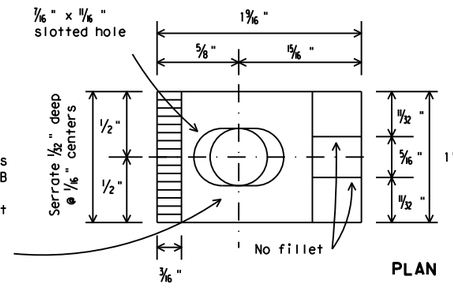
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CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

9-08 REVISIONS

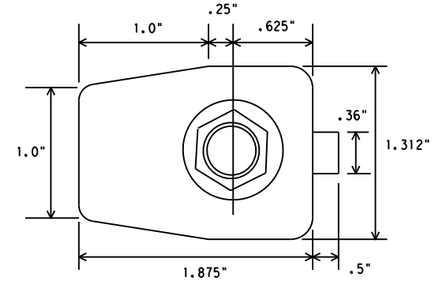
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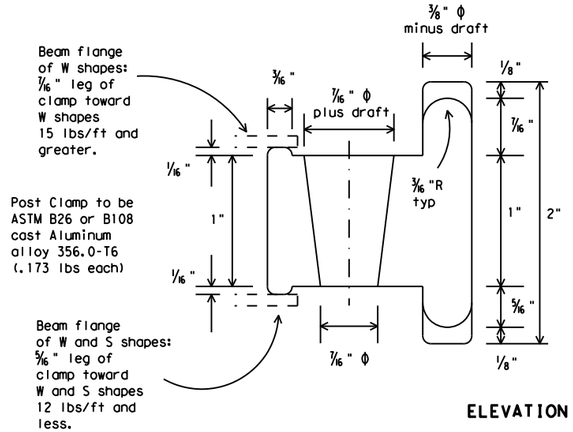
NOTE: centerline of hole for 3/8" diameter squarehead bolt x 2 1/4" long with a flat washer and self-locking nut, or lock washer and hex. nut. Bolt head dimensions shall be in accordance with ANSI B 18.2.1 as referred to in the AISC Manual of steel construction. Bolt assembly shall be galvanized.



PLAN

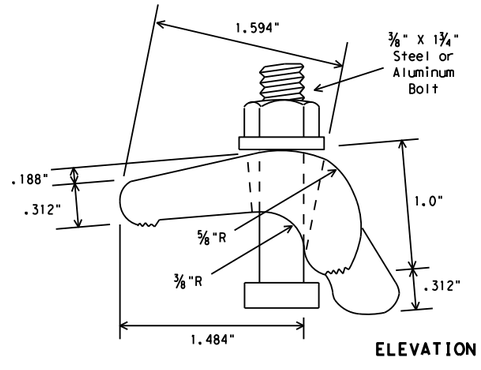


PLAN



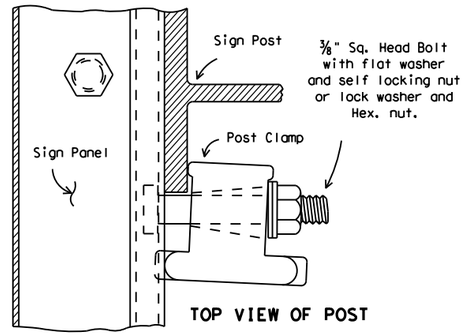
ELEVATION

POST CLAMP DETAIL

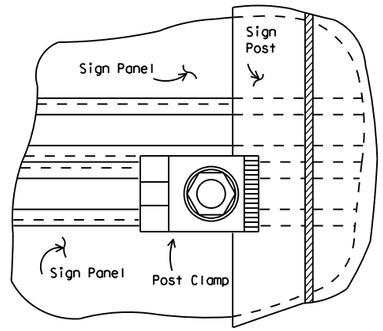


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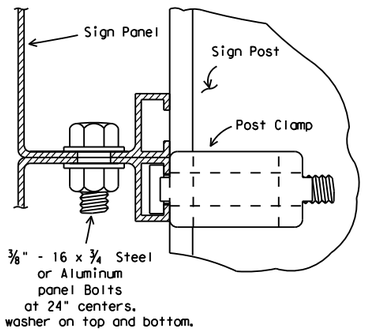
ALTERNATE POST CLAMP DETAIL



TOP VIEW OF POST



TOP VIEW OF CLAMP



SIDE VIEW OF PANELS

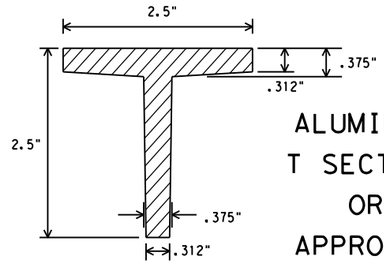
CONNECTION DETAILS

DEPARTMENTAL MATERIAL SPECIFICATIONS

SIGN HARDWARE — DMS-7120

GENERAL NOTES:

1. Design conforms with AASHTO Specifications for the design and construction of structural supports for highway signs.
2. Materials and fabrication shall conform to the requirements of the Department material specifications.
3. Structural steel shall be "low-alloy steel" for non-bridge structures per Item 442, "Metal For Structures."
4. For fiberglass substrate connection details, see manufacturer's recommendations.

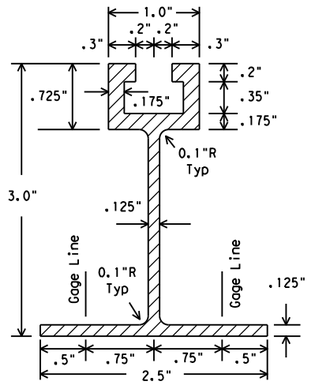


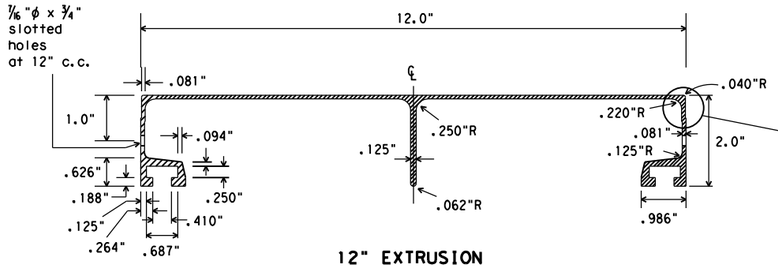
1.912 lbs/ft

ALUMINUM T SECTION OR APPROVED ALTERNATIVE

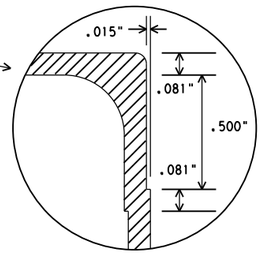
WINDBEAM CROSS SECTION

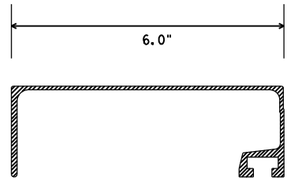
Windbeam to be extruded aluminum (1.175 lbs/ft) or approved alternative





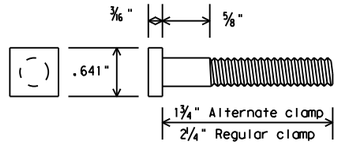
12" EXTRUSION





6" EXTRUSION

ALUMINUM SIGN PANEL EXTRUSION DETAILS



POST CLAMP BOLT DETAIL

Texas Department of Transportation
Traffic Operations Division

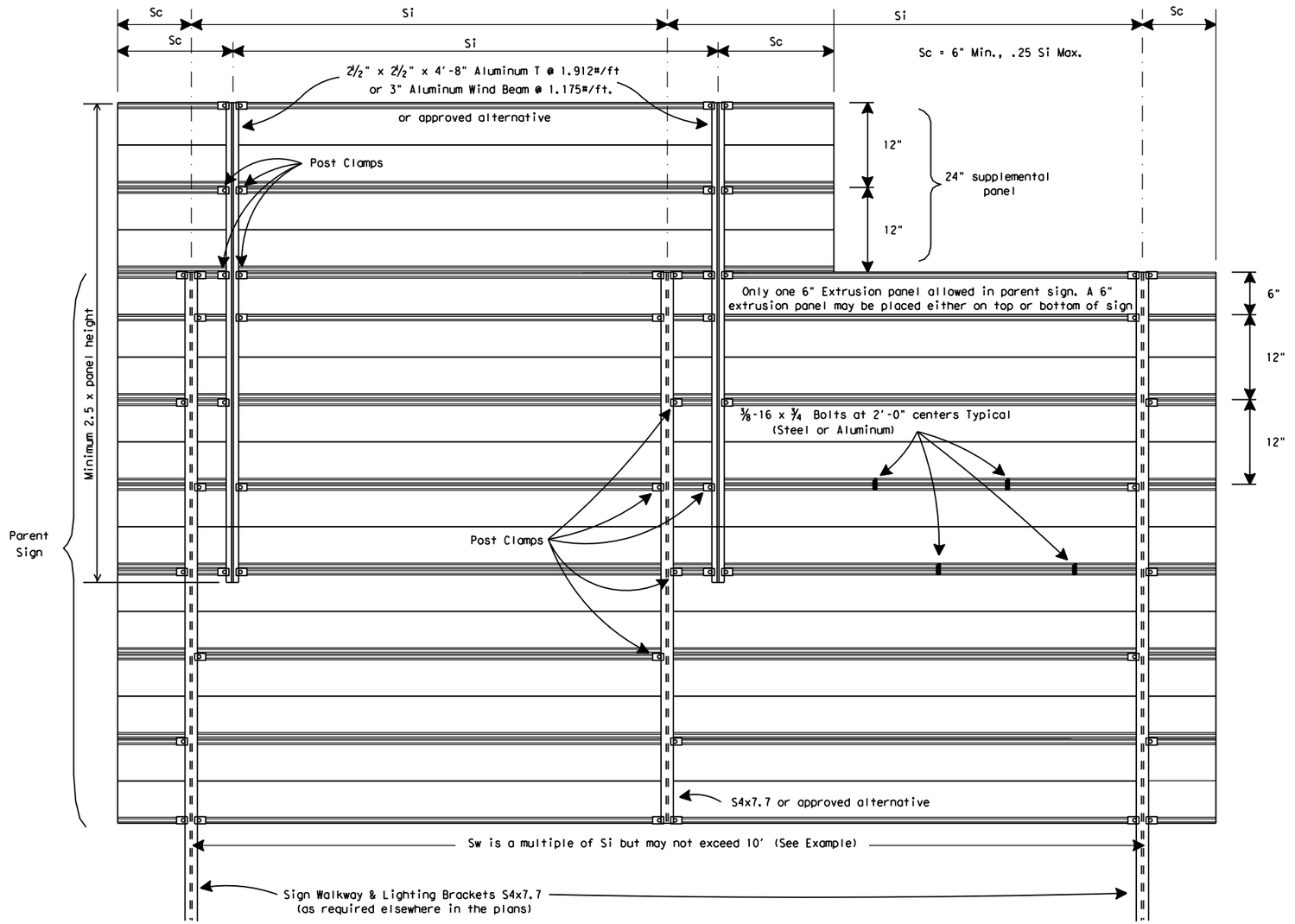
SIGN MOUNTING DETAILS- EXTRUDED ALUMINUM SIGN PANELS & HARDWARE

SMD(2-1)-08

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9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

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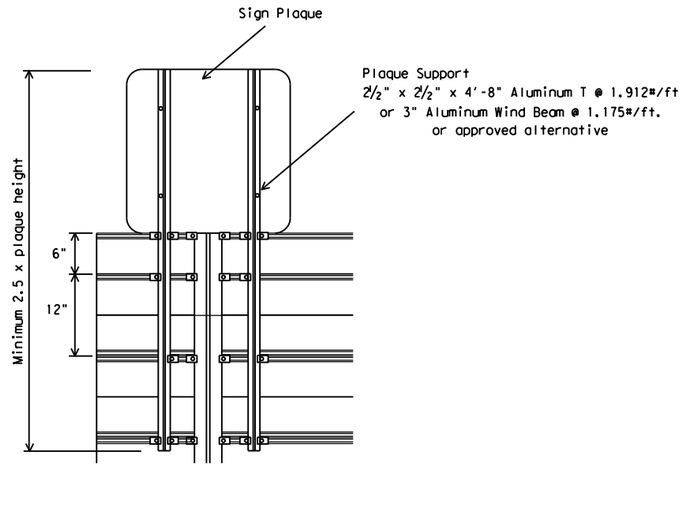


REAR VIEW

EXAMPLES (FOR DETERMINING Si and Sw)

NO.	ZONE	"d"	EXIT PANEL	WALKWAY	Si	Sw	COMMENT
1	1	15.0	YES	YES	4.5	9.0	Sw=2x(Si)
2	2	14.0	YES	NO	7.5	7.5	Sw = Si
3	1	15.0	NO	NO	8.5	8.5	Sw = Si
4	3	14.0	NO	YES	10.0	10.0	Sw = Si

Values shown for Si are maximum values. Si may be varied for different sign lengths and Truss mounting conditions. Sw should not exceed two times Si(Max.) or 10 feet.



SIGN PLAQUE MOUNTING DETAIL

MAXIMUM SIGN SUPPORT SPACING "Si" (FEET)

"d" Deepest Sign in Group (Ft.)	EXTRUDED ALUMINUM SIGN PANELS															
	WITH EXIT NUMBER PANELS								WITHOUT EXIT NUMBER PANELS							
	WITH WALKWAYS				WITHOUT WALKWAYS				WITH WALKWAYS				WITHOUT WALKWAYS			
	WIND ZONE				WIND ZONE				WIND ZONE				WIND ZONE			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
15	4.5	7	8	10	5	7	8	10	7	8	9	10	8.5	10	10	10
14	6	7.5	9.5	10	6	7.5	9.5	10	8	9	10	10	10	10	10	10
13	7.5	9	10	10	7.5	9	10	10	9	10	10	10	10	10	10	10
12	8.5	10	10	10	8.5	10	10	10	10	10	10	10	10	10	10	10
11 or less	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10

For fiberglass sign installations, see manufacturer's recommendations.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS- OVERHEAD SIGNS EXTRUDED ALUMINUM

SMD(2-4)-08

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

CONT	SECT	JOB	HIGHWAY

DIST	COUNTY	SHEET NO.

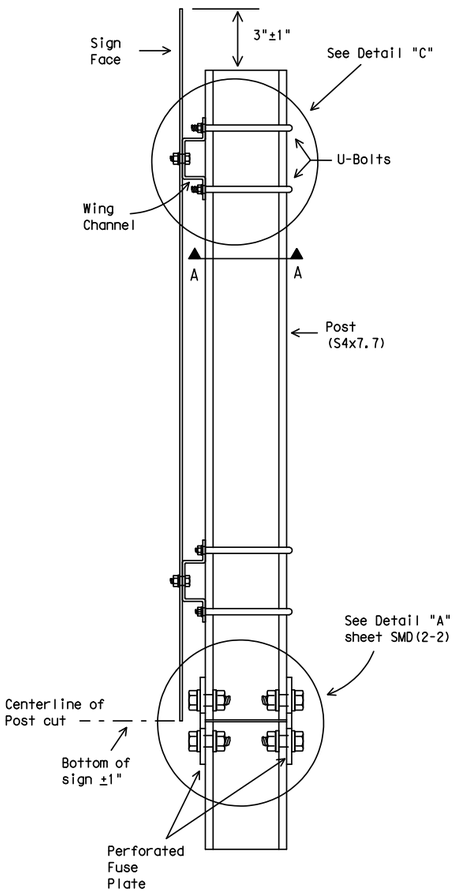
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DATE:
FILE:

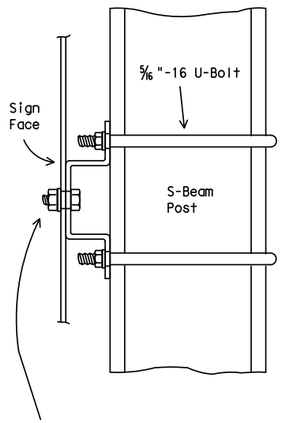
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DATE:
FILE:

WING CHANNEL CLAMP DETAIL FOR TYPE G MOUNT

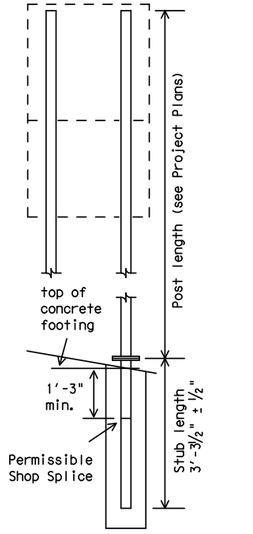


SIDE VIEW

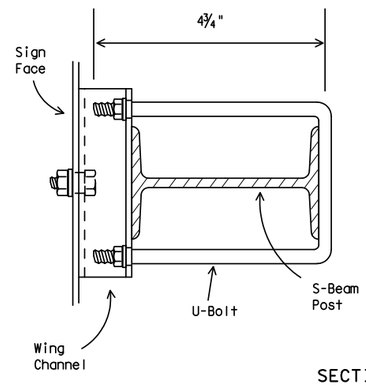


Galvanized steel or aluminum self-locking hex. head nut. 3/8 " - 16 x 3/4 " hex. head bolt for sheet metal. 3/8 " - 16 x 1 1/4 " hex. head bolt for plywood. 3/8 " galvanized medium washer.

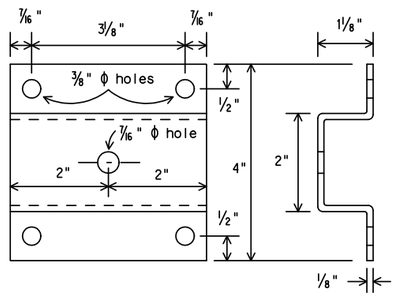
DETAIL "C"



The weight of one S4x7.7 post is equal to 112.2 lbs. plus 7.7 lbs./ft x (post length in feet minus 10 ft). The weight of 112.2 lbs. includes 10 feet of post length, post foundation stub, related connection plates, friction fuse plate, and all high strength bolts, nuts and washers.

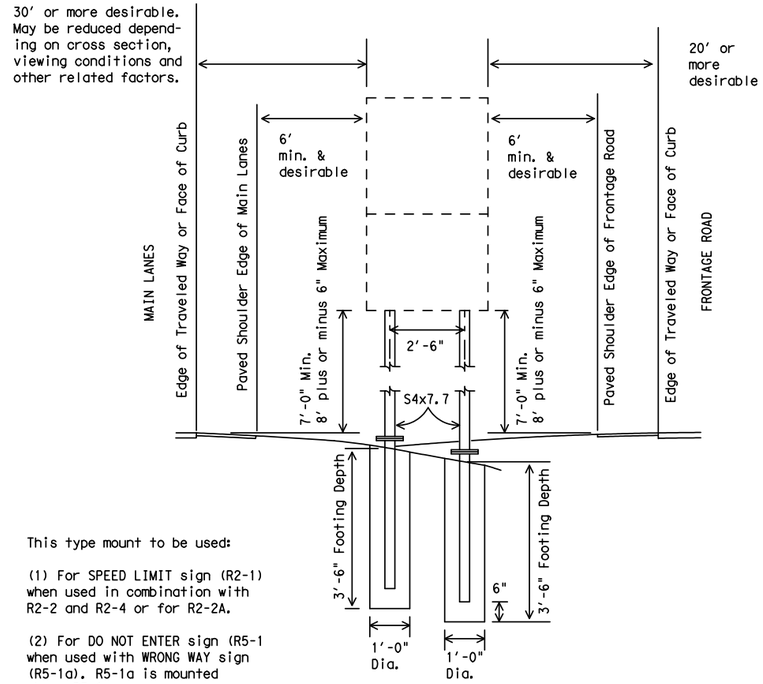


SECTION A-A



WING CHANNEL

Wing channel, 4" width x 1 1/8" depth x 1/8" thickness, shall be aluminum (ASTM B221 6061-T6 or B308 6061-T6), galvanized steel (ASTM A36) or stainless steel (ASTM A167 type 304, No. 2B finish).



This type mount to be used:

(1) For SPEED LIMIT sign (R2-1) when used in combination with R2-2 and R2-4 or for R2-2A.

(2) For DO NOT ENTER sign (R5-1 when used with WRONG WAY sign (R5-1a). R5-1a is mounted above R5-1.

DEPARTMENTAL MATERIAL SPECIFICATIONS
SIGN HARDWARE DMS-7120

GENERAL NOTES:

1. Design conforms with AASHTO Specifications for the design and construction of structural supports for highway signs.
2. Materials and fabrication shall conform to the requirements of the Department material specifications.
3. Structural steel shall be "Low-Alloy Steel" for non-bridge structures per Item 442, "Metal For Structures."
4. Parts shall be saw cut either before galvanizing and the galvanized cut cleaned of zinc build-up, or saw cut after galvanizing and the cut surface repaired per Item 445, "Galvanizing." (Cut surface will not be treated until plate is installed and all bolts fully tightened.)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS, TYPE G SUPPORT

SMD(TY G)-08

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
1-97
9-08

CONT	SECT	JOB	HIGHWAY

DIST	COUNTY	SHEET NO.

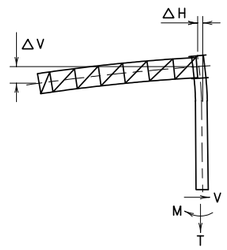
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ZONE 3 WITH AND WITHOUT ICE 80 MPH WIND

TOWER HEIGHT (ft)	10′ SPAN													15′ SPAN														20′ SPAN													25′ SPAN													TOWER HEIGHT (ft)
	TOWER PIPE			ANCHOR BOLTS			BASE PLATE	TRUSS	DESIGN LOADS					TOWER PIPE			ANCHOR BOLTS			BASE PLATE	TRUSS	DESIGN LOADS					TOWER PIPE			ANCHOR BOLTS			BASE PLATE	TRUSS	DESIGN LOADS					TOWER PIPE			ANCHOR BOLTS			BASE PLATE	TRUSS	DESIGN LOADS				
	O.D. (in)	WALL THICK (in)	DEFL ΔH (in)	SIZE DIA (in)	NO.	BOLT CIR DIA	SIZE (in)	DEFL ΔV (in)	SHEAR V (Kips)	TORSION T (K-ft)	MOMENT M (K-ft)			O.D. (in)	WALL THICK (in)	DEFL ΔH (in)	SIZE DIA (in)	NO.	BOLT CIR DIA	SIZE (in)	DEFL ΔV (in)	SHEAR V (Kips)	TORSION T (K-ft)	MOMENT M (K-ft)			O.D. (in)	WALL THICK (in)	DEFL ΔH (in)	SIZE DIA (in)	NO.	BOLT CIR DIA	SIZE (in)	DEFL ΔV (in)	SHEAR V (Kips)	TORSION T (K-ft)	MOMENT M (K-ft)			O.D. (in)	WALL THICK (in)	DEFL ΔH (in)	SIZE DIA (in)	NO.	BOLT CIR DIA	SIZE (in)	DEFL ΔV (in)	SHEAR V (Kips)	TORSION T (K-ft)	MOMENT M (K-ft)		
14′	16	0.250	0.105	1 ¼	6	20 ½"	24 x1¼	0.2	3.59	16.19	49.87	16	0.250	0.235	1 ⅜	8	20 ¾"	24½x1⅜	0.5	5.40	37.56	76.63	20	0.250	0.213	1 ¼	8	24 ½"	28 x1¼	0.7	7.43	69.08	107.16	20	0.281	0.308	1 ½	8	25"	29 x1½	1.3	9.14	107.68	135.49	14′
15′	↑	↑	0.120	↑	↑	↑	↑	↑	3.61	↑	53.42	↑	↑	↑	↑	↑	↑	↑	0.6	5.41	↑	81.91	↑	↑	0.244	1 ¼	↑	24 ½"	28 x1¼	0.7	7.43	↑	113.96	↑	0.281	0.354	↓	↑	↓	↓	1.4	9.17	↑	144.13	15′
16′	↓	↓	0.137	↓	↓	↓	↓	↓	3.62	↓	57.00	↓	↓	↓	↓	↓	↓	↓	0.6	5.43	↓	87.23	↓	↓	0.278	1 ⅜	↓	24 ¾"	28½x1⅜	0.8	7.45	↓	121.17	↓	0.281	0.403	↓	↓	↓	↓	1.4	9.19	↓	152.86	16′
17′			0.154						3.64		60.59					0.347					0.7	5.45		92.57					0.314					0.8	7.47		128.42			0.281	0.455	1 ½		25"	29 x1½	1.5	9.21		161.65	17′
18′			0.173						3.66		64.21					0.389			24½x1⅜	0.7	5.46		97.94					0.352					0.9	7.49		135.72			0.312	0.460	1 ¾		25 ⅜"	29¾x1⅝	1.5	9.23		170.51	18′
19′			0.193		6				3.67		67.85					0.434			24½x1½	0.7	5.48		103.33					0.392	1 ⅜		24 ¾"	28½x1⅜	0.9	7.51		143.06			0.312	0.513					1.5	9.25		179.43	19′
20′			0.214		8				3.69		71.51					0.481				0.8	5.50		108.75			0.435	1 ½		25"	29 x1½	1.0	7.53		150.43		0.312	0.568				29¾x1¾	1.6	9.27		188.39	20′
21′			0.235						3.71		75.18		0.250	0.530						5.51		114.19			0.479					1.0	7.55		157.84		0.312	0.627					1.6	9.29		197.41	21′
22′			0.258					0.2	3.73		78.88		0.281	0.521	1 ⅜		20 ¾"	24½x1½		5.53		119.66			0.526					1.1	7.57		165.28		0.344	0.628					1.6	9.31		206.47	22′
23′			0.282					0.3	3.74		82.59		0.281	0.569	1 ½		21"	25 x1⅝		5.55		125.14		0.250	0.575				29 x1½		7.60		172.75		0.344	0.686				29¾x1¾	1.7	9.34		215.57	23′
24′			0.308					↑	3.76		86.33		0.281	0.620						5.56		130.65		0.281	0.560				29 x1⅝		7.62		180.26		0.344	0.747				29¾x1⅞	↑	9.36		224.71	24′
25′			0.334				24 x1¼		3.78		90.08		0.312	0.610						5.58		136.18		0.281	0.607	1 ½		25"	29 x1⅝		7.64		187.79		0.375	0.748				29¾x1⅞	↓	9.38		233.89	25′
26′			0.361				24 x1⅜		3.79		93.85		0.312	0.660				25 x1⅝		5.60		141.73		0.281	0.657	1 ¾		25 ⅜"	29¾x1⅝		7.66		195.35		0.375	0.809	1 ¾		25 ⅜"	29¾x1⅞	1.7	9.40		243.10	26′
27′			0.389						3.81		97.64		0.312	0.711				25 x1¾		5.62		147.30		0.310	0.640				29¾x1¾		7.68		202.94		0.375	0.872	2		25 ¾"	30½x 2	1.8	9.42		252.34	27′
28′			0.419						3.83		101.44		0.344	0.699						5.63		152.89		0.310	0.688						7.70		210.55		0.406	0.870						9.44		261.62	28′
29′			0.449						3.84		105.26		0.344	0.750						5.65		158.50		0.310	0.738						7.72		218.20		0.406	0.933						9.46		270.93	29′
30′			0.481						3.86		109.11		0.344	0.802	1 ½		21"	25 x1¾		5.67		164.12		0.340	0.721				29¾x1¾		7.74		225.86		0.406	0.999				30½x 2		9.48		280.27	30′
31′	↓	↓	0.513	↓	↓	↓	24 x1⅜	↓	3.88	↓	112.96	↓	0.375	0.791	1 ¾	↓	21 ½"	26 x1⅛	↓	5.68	↓	169.77	↓	0.340	0.770	↓	↓	↓	29¾x1⅞	↓	7.77	↓	233.56	↓	0.441	0.992	↓	↓	↓	30½x2¼	↓	9.50	↓	289.64	31′
32′	16	0.250	0.547	1 ¼	8	20 ½"	24 x1½	0.3	3.89	16.19	116.84	16	0.375	0.843	1 ¾	8	21 ½"	26 x1⅞	0.8	5.70	37.56	175.43	20	0.340	0.821	1 ¾	8	25 ⅜"	29¾x1⅞	1.1	7.79	69.08	241.27	20	0.441	1.057	2	8	25 ¾"	30½x2¼	1.8	9.53	107.68	299.04	32′

ZONE 3 WITH AND WITHOUT ICE 80 MPH WIND

TOWER HEIGHT (ft)	30′ SPAN													35′ SPAN														40′ SPAN													TOWER HEIGHT (ft)
	TOWER PIPE			ANCHOR BOLTS			BASE PLATE	TRUSS	DESIGN LOADS					TOWER PIPE			ANCHOR BOLTS			BASE PLATE	TRUSS	DESIGN LOADS					TOWER PIPE			ANCHOR BOLTS			BASE PLATE	TRUSS	DESIGN LOADS					
	O.D. (in)	WALL THICK (in)	DEFL ΔH (in)	SIZE DIA (in)	NO.	BOLT CIR DIA	SIZE (in)	DEFL ΔV (in)	SHEAR V (Kips)	TORSION T (K-ft)	MOMENT M (K-ft)			O.D. (in)	WALL THICK (in)	DEFL ΔH (in)	SIZE DIA (in)	NO.	BOLT CIR DIA	SIZE (in)	DEFL ΔV (in)	SHEAR V (Kips)	TORSION T (K-ft)	MOMENT M (K-ft)			O.D. (in)	WALL THICK (in)	DEFL ΔH (in)	SIZE DIA (in)	NO.	BOLT CIR DIA	SIZE (in)	DEFL ΔV (in)	SHEAR V (Kips)	TORSION T (K-ft)	MOMENT M (K-ft)		
14′	24	0.250	0.289	1 ½	8	29"	33 x1½	1.6	11.00	155.44	167.11	30	0.250	0.210	1 ¾	8	35 ⅜"	39¾x1½	1.5	12.87	211.58	202.48	30	0.280	0.260	1 ¾	8	35 ⅜"	39⅞x1½	2.1	14.65	276.72	242.20	14′
15′	↑	0.250	0.331	1 ½	↑	29"	33 x1½	1.6	11.03	↑	177.27	↑	↑	0.241	↑	↑	↑	↑	1.6	12.90	↑	213.97	↑	↑	0.298	1 ¾	↑	35 ⅜"	39⅞x1½	2.2	14.68	↑	254.69	15′
16′		0.281	0.338	1 ¾		29 ⅜"	33¾x1½	1.6	11.05		187.54			0.275					1.6	12.93		225.63			0.339	1 ¾		35 ⅜"	39⅞x1½	2.3	14.71		267.44	16′
17′		↑	0.381	↑		↑	33¾x1½	1.7	11.08		197.93		0.250	0.310					1.7	12.97		237.46			0.383	2		35 ¾"	40½x1½	2.4	14.75		280.40	17′
18′		↓	0.428				33¾x1½	1.8	11.10		208.40		0.281	0.310					1.7	13.00		249.43			0.429	↑		↑	40½x1⅝	2.5	14.78		293.56	18′
19′		0.281	0.477				33¾x1⅝	↑	11.13		218.97			0.346					1.7	13.03		261.52		0.280	0.478					2.6	14.81		306.90	19′
20′		0.312	0.477				33¾x1⅝		11.15		229.60			0.383					1.8	13.06		273.72		0.312	0.478					2.6	14.84		320.39	20′
21′		↑	0.526				33¾x1⅝	1.8	11.18		240.31			0.422					1.8	13.09		286.04		↑	0.527				40½x1⅝	2.6	14.87		334.02	21′
22′		↓	0.577				33¾x1¾	1.9	11.20		251.08			0.463					1.9	13.12		298.44			0.578				40½x1¾	2.7	14.90		347.79	22′
23′		↓	0.631	↓		↓	33¾x1¾	2.0	11.23		261.91			0.507	1 ¾		35 ⅜"	39¾x1½	2.0	13.16		310.94			0.632					2.8	14.94		361.67	23′
24′		0.312	0.687	1 ¾		29 ⅜"	33¾x1¾	↑	11.25		272.80			0.552	2		35 ¾"	40½x1⅝	2.0	13.19		323.51			0.688					2.9	14.97		375.66	24′
25′		0.344	0.679	2		29 ¾"	34½x1¾	↓	11.28		283.74			0.598	↑			40½x1⅝	2.1	13.22		336.16		0.312	0.747				40½x1¾	3.0	15.00		389.75	25′
26′		↑	0.735	↑		↑	34½x 2	2.0	11.30		294.73			0.647				40½x1⅝	2.2	13.25		348.89		0.340	0.736	↓		↓	40½x 2	3.0	15.03		403.94	26′
27′		↓	0.792				↑	2.1	11.33		305.77		↓	0.698				40½x1¾	2.2	13.28		361.68		↑	0.794	2		35 ¾"	40½x 2	3.0	15.06		418.22	27′
28′		↓	0.852					2.2	11.36		316.85		0.281	0.751					2.3	13.31		374.53			0.854	2 ¼		36"	41 x 2	3.1	15.09		432.57	28′
29′		0.344	0.914				↑	↓	11.38		327.97		0.310	0.726					2.2	13.35		387.45			0.916	↓		↑	↑	3.2	15.13		447.01	29′
30′		0.375	0.901					↓	11.41		339.13		↓	0.777					2.2	13.38		400.42		0.340	0.980						15.16		461.52	30′
31′	↓	0.375	0.962	↓	↓	↓	↓	2.2	11.43	↓	350.34	↓	↓	0.830	↓	↓	↓	↓	2.3	13.41	↓	413.45	↓	0.375	0.963	↓	↓	↓	↓	↓	15.19	↓	476.10	31′
32′	24	0.375	1.023	2	8	29 ¾"	34½x 2	2.3	11.44	155.44	361.13	30	0.310	0.884	2	8	35 ¾"	40½x1¾	2.4	13.44	211.58	426.53	30	0.375	1.026	2 ¼	8	36"	41 x 2	3.2	15.22	276.72	490.75	32′



ELEVATION

(SHOWING DESIGN LOADS AND DEAD LOAD DEFLECTIONS)

TRUSS DETAILS

SPAN	10′, 15′, & 20′	25′	30′	35′	40′
W x D = WIDTH x DEPTH	4.0 x 4.0	4.0 x 4.0	4.0 x 4.0	4.5 x 4.5	4.5 x 4.5
CHORD-①, Unless Otherwise Shown	L 3 x 3 x 3/16 ② [3]	L 3 x 3 x ¼ ② [4]	L 3 x 3 x ¼ [6]	L 3 x 3 x 5/16 [7]	L3 ½x3 ½x 5/16 [9]
DEAD LOAD DIAGONAL-②	L 2 x 2 x 3/16 [2]	L 2 x 2 x 3/16 [2]	L 2 x 2 x 3/16 [2]	L 2 x 2 x 3/16 [2]	L 2 x 2 x 3/16 [3]
WIND LOAD DIAGONAL-②	L2 ½x2 ½x 3/16 [2]	L2 ½x2 ½x 3/16 [2]	L 3 x 3 x ¼ [2]	L 3 x 3 x ¼ [2]	L 3 x 3 x ¼ [3]
DEAD LOAD VERTICAL-②	L 2 x 2 x 3/16 [2]	L 2 x 2 x 3/16 [2]	L 2 x 2 x 3/16 [2]	L2 ½x2 ½x 3/16 [2]	L2 ½x2 ½x 3/16 [2]
WIND LOAD STRUT-②	L 2 x 2 x 3/16 [1]	L 2 x 2 x 3/16 [1]	L 2 x 2 x 3/16 [1]	L 2 x 2 x 3/16 [1]	L 2 x 2 x 3/16 [1]
TRUSS DEAD LOAD	38 lb/ft	43 lb/ft	45 lb/ft	53 lb/ft	62 lb/ft
SIZE H. S. BOLTS IN CONNECTION	5/8" DIA	5/8" DIA	5/8" DIA	5/8" DIA	5/8" DIA
NO. & SIZE OF H. S. BOLTS IN CHORD ANGLE TO TOWER CONNECTION PLATE	3 ~ 5/8" DIA ea	4 ~ 5/8" DIA or 3 ~ ¾" DIA ea	6 ~ 5/8" DIA or 5 ~ ¾" DIA ea	7 ~ 5/8" DIA or 5 ~ ¾" DIA ea	9 ~ 5/8" DIA or 7 ~ ¾" DIA ea

① "Low-Alloy Steel" for non-bridge structures per Item 442, "Metal For Structures".

② "Carbon Steel" for non-bridge structures per Item 442, "Metal For Structures".

GENERAL NOTES :

Design conforms to AASHTO 1994 Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Revisions thereto.

Steel for tower pipe shall conform to ASTM A53 Grade B or to ASTM A501. Tower pipe wall thickness shown is the minimum allowable. Fabricator may use the wall thickness shown or pipe of the same diameter with greater wall thickness.

All connection bolts shall conform to Item 447, "Structural Bolting". All structural steel, connection bolts, nuts and washers shall be galvanized in accordance with the Specifications.

Compensate for truss deflection at free end by offsetting upper and lower bolt holes at truss-to-tower connection.

For truss details see standard drawing COSSD.

For base and foundation details see standard drawing COSSF.

For cantilever truss lengths falling between those shown use sizes called for in the next longer span.

Truss and towers for cantilever sign supports are designed for the equivalent area of a 10′-0" deep sign panel over 100% of the span length. Design includes 3 pounds per foot squared for sign panel and 20 pounds per foot for lights and 50 pounds per foot for walkways all placed as specified for the design sign panel.

Details called for hereon are applicable for Design Wind Heights up to 30′ inclusive.

Number of High Strength bolts required in truss connection or splice are indicated in brackets, e.g. [3], after the member size.

Deflections shown include the design loads for Truss, Sign Panel, Lights and Walkways.

DATE:
FILE:

Texas Department of Transportation
Traffic Operations Division

CANTILEVER OVERHEAD SIGN SUPPORTS

COSS-Z3 & Z3I-10

© TxDOT November 2007

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
4-10				
	DIST	COUNTY	SHEET NO.

Commissioners Court - Regular Session **55.**

Meeting Date: 05/07/2024

East Wilco Highway Segment 2 at CR137 – Utility Agreement with Oncor Electric

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Utility Agreement with Oncor for utility relocations on the East Wilco Highway Segment 2 Project at CR 137, a Road Bond Project in Commissioner Precinct 4. P: 392.

Background

Oncor has existing facilities in conflict with the East Wilco Highway Segment 2 Project at CR 137. The Utility Agreement for the relocations is for a total amount of $29,440.21. Oncor is 74.59% eligible for reimbursement. The total anticipated reimbursement to Oncor by the County is $29,440.21 (74.59% of $39,470.23).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EastWilcoHwy_Seg2_Oncor_DSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:32 AM
Form Started By: Julissa Vasquez		Started On: 05/01/2024 11:10 AM
Final Approval Date: 05/02/2024		

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 1st day of April, 2024 , by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company and distribution utility, and Williamson County ("Customer"), a political subdivision of the State of Texas, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Customer has requested for the overhead facilities to be relocated at CR 137 for East Wilco Hwy Seg 2 (Formerly SE Loop Seg 2). To accommodate this request the following will need to be installed: 7 new poles, 2 new down guys, 2 new transformers, approximately 400 linear feet of overhead conductor. To be removed: 6 poles, 2 transformers, approximately 400 linear feet of overhead conductor. For a total reimbursable cost of $29,440.21, Company shall complete the described services in compliance with the plans and specifications as shown in Exhibit "A" attached hereto and incorporated herein.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon execution by both Parties and continues in effect until the discretionary services described herein are complete and payment is received in full from Customer Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A , and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
Oncor Electric Delivery
Ryan Kreuzer
3620 Franklin Ave
Waco, Texas 76710

(b) If to Customer:
Willimason County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Willimason County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment pursuant to the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Disclosure of Underground Facilities –** Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

17. **Other Terms and Conditions** --

(a) Company agrees that invoices for the work performed hereunder shall be sent to Customer at the address in Paragraph 10 above in a form reasonably acceptable to Customer's auditor upon completion by Company and acceptance by Customer, which acceptance shall not be unreasonably withheld, of the discretionary services described herein.

(b) After reasonable investigation and to the best of its current knowledge Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities, unless arising from Company's gross negligence.

(c) Company shall use good faith efforts under its Tariff for Retail Delivery Service and in accordance with Good Utility Practice to complete the described services in compliance with the plans and specifications as shown in Exhibit "A" ,contingent upon weather, force majeure or other unforeseen circumstances.

(d) Billing Amount: $29,440.21, which includes full reimbursement for all of Company's costs, including applicable taxes. Parties agree that no additional taxes will be added to the billing amount above and beyond Company's full costs.

(e) The following Exhibits are attached to this Agreement (select as applicable):

Exhibit "A"—Plans, Specifications and Estimated Costs
Exhibit "B"—Eligibility Ratio
Exhibit "C"---Betterment Calculation and Estimates
Exhibit "D"---Proof of Property Interest

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY, LLC

BY: Ryan Kreuzer

TITLE: Utility Designer

DATE: 4/1/2024

WILLIAMSON COUNTY

BY: _____

Bill Gravell, Jr.

TITLE: _____

County Judge

DATE: _____

Attachment A

Plans, Specifications, and Estimated Costs

Plans:

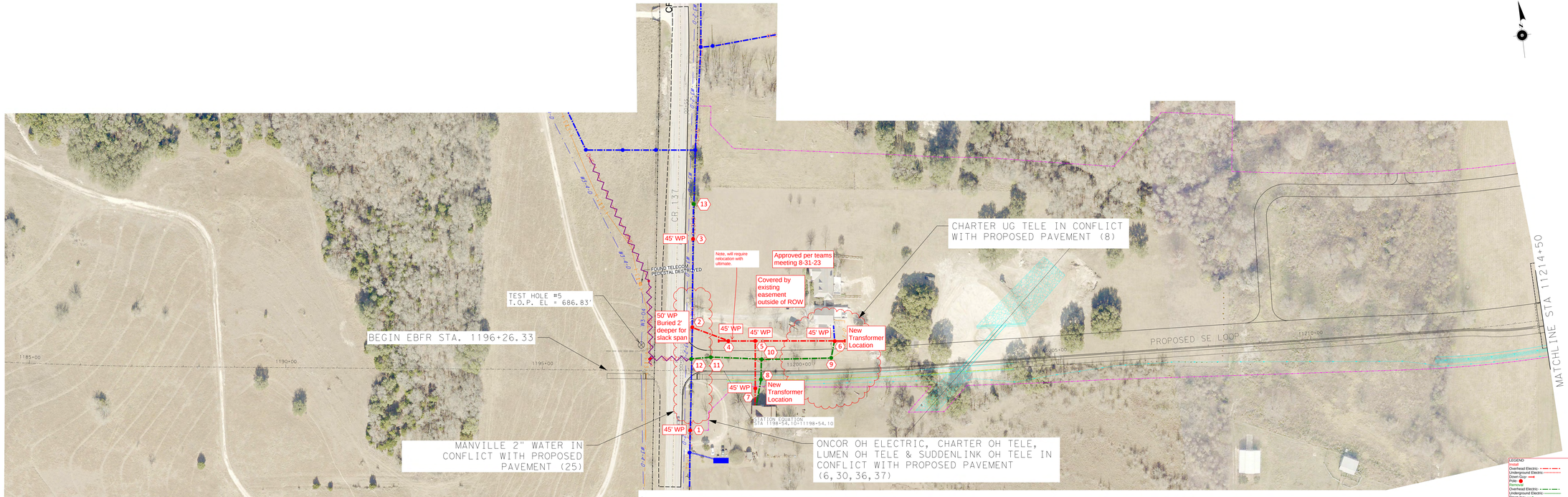
Next page in document

Reimbursable Estimated Costs:

Material - $ 6,033.19

Labor - $ 23,407.02

Total - $ 29,440.21



CONFLICT DESCRIPTION (UTILITY TRACKER ID #)
*REFER TO UTILITY TRACKER

0 50' 100'
SCALE: 1"=50'

LEGEND

PROPOSED ROW
EXISTING ROW
PROPOSED ROADWAY
ULTIMATE ROADWAY
EASEMENTS
PROPERTY LINES
PROPOSED DRAINAGE
PROPOSED WASTEWATER
PROPOSED FENCE
ACCESS ROAD
ABANDONED LINE

EXISTING UTILITIES

LVL B LVL C/D OVERHEAD UTILITIES:
ONCOR-SUR RIVE
ONCOR DISTRIBUTION
ONCOR TRANSMISSION
LUMEN
ONCOR/CHARTER
ONCOR/CHARTER/ LUMEN/SUDDENLINK
ONCOR/LUMEN/SUDDENLINK
ONCOR/LUMEN
TELECOMMUNICATIONS:
AT&T
CHARTER
LUMEN
GAS:
ATMOS 20" GAS
ATMOS 30" GAS
FLINT HILLS 16" GAS
TO BE ABANDONED
FLINT HILLS 16" GAS
ENTERPRISE 3" GAS, ABANDONED
ENTERPRISE 4.5" GAS
ENTERPRISE 8" GAS
ENTERPRISE 24" GAS
SANITARY SEWER:
CITY OF HUTTO 20" FM
WATER:
JONAH 2"
JONAH 3"
JONAH 4"
TO BE ABANDONED JONAH 3"
TO BE ABANDONED JONAH 4"
MANVILLE 2"
MANVILLE 4"

PROPOSED UTILITIES

PROPOSED JONAH WATER*
PROPOSED CITY OF HUTTO 16" WW*
PROPOSED ONCOR OH ELECTRIC*
PROPOSED CITY OF HUTTO 24" FM
PROPOSED CITY OF HUTTO 18" WW

*UTILITIES RELOCATING WITH FM 3349 PROJECT

QUALITY LEVELS
Quality Level D= Existing Records: Utilities are plotted from review of available records.
Quality Level C= Surface Visible Feature Survey: Quality Level D information from existing records is correlated with surveyed surface-visible features.
Quality Level B= Designate: two-dimensional horizontal mapping/file information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.

WILLIAMSON COUNTY
1848

CobbFendley
TBPELS Firm Registration No. F-274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

SOUTHEAST LOOP SEGMENT 2 PHASE 1 100% CONFLICT EXHIBIT

DESIGN BY:	SG	SCALE: HORIZONTAL: 1"=50'	
DRAWN BY:	SG		
CHECKED BY:	EK		
APPROVED BY:	SK		
PROJECT NO:	1903-099-07		
DATE:	11/30/2022	SHEET: 1 OF 8	

11/30/2022 11:30:25 PM
C:\CFA\2019\019099.01\Johnson+County+Corr.Prkwy\Utilities\Conflicts\Conflicts+Looped+PHP2\Conflicts+Loop+PHP2+Con.dgn

Attachment B

Eligibility Ratio

☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "E" for proof of property interest, which is established at 100% eligible.

☒ Eligibility Ratio Calculation attached

Values below derived from estimation software totals on a per work station basis as numbered on the construction print:

Total Project Costs:
Material - $ 8,758.77
Labor - $ 30,711.46
Total - $ 39,470.23

Eligibility is established at 74.59% based on a per station basis as noted.

Non-Reimbursable Costs
(Work Within ROW - Stations 1,2,3,12,13):
Material - $ 2,725.58
Labor - $ 7,304.44
Total - $ 10,030.02

Reimbursable Costs
(Work Covered by Easement - Stations 4,5,6,7,8,9,10,11):
Material - $ 6,033.19
Labor - $ 23,407.02
Total - $ 29,440.21

Attachment C

Betterment Calculation and Estimates

☒ **Betterment does not exist in this agreement.**

☐ **Betterment Calculation attached.**

Attachment D

Proof of Property Interest

Form 311 — Rev. 11-84

VOL 1582 PAGE 179

District: Round Rock
WA/Proj.: 1009/379199
Map Ref: 2876C308
Easement No.:

EASEMENT AND RIGHT OF WAY

36341

3.7.1.0.0.5.4.6.

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

That Roger Conrad and wife, Kelly Conrad

of Williamson County, Texas, hereafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric supply lines hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, a division of TEXAS UTILITIES ELECTRIC COMPANY, a Texas Corporation, P.O. Box 660268, Dallas, Texas 75266-0268, hereinafter termed Grantee, an easement and right-of-way for an electric supply line consisting of variable number of wires and circuits, and all necessary or desirable appurtenances, over, across and upon Grantor's land in the

M. Wilbarger survey, Abstract No. 663, Williamson County, Texas more particularly described in deed from John Huegele & wife Roger Conrad & Kathryn Huegele to wife Kelly Conrad dated September 5, 1984 recorded in Volume 1070, Page 385, Deed Records said County.

Said right-of-way granted being 10 feet wide, being 5 feet on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

BEGINNING at a point in Grantor's West property line, said point being five feet S 10°19'30" W from Grantor's Northwest property corner.

THENCE S 80°0' E 145 feet to a point.

Grantee shall have the right to erect variable poles, and variable single or multiple guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the proper maintenance and operation of said line. Grantor shall not make changes in the grade, elevation, or contour of the land, or construct berms, pools, lakes, ponds or other improvements on the land which will interfere with the exercise by Grantee of the rights herein granted, unless Grantor shall have obtained the prior written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 5th day of MAY, A.D. 1987.

Roger Conrad
Roger Conrad

Kelly Conrad
Kelly Conrad

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Unofficial Document

VOL 1582 PAGE 180

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS }

County of Williamson }

BEFORE ME, the undersigned authority, on this day personally appeared Roger Conrad and wife Kelly Conrad

known to me to be the person(s) whose name(s) is (~~are~~) subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of MAY, A. D. 19 87.

Beth Powers Carlile
BETH POWERS CARLILE
NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES 8-18-88

36341

THE STATE OF TEXAS }
County of Williamson }

I, ... County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the ..... day of ..... 19..., at ..... o'clock ..... M., and duly recorded by me in Book ..... of the Deed Records of said County, at page .....

Given under my hand and seal of office this ..... day of ..... 19...

County Clerk ..... County, Texas.
by ..... Deputy.

Easement and Right of Way

FROM

Roger Conrad and wife Kelly Conrad

TO

Texas Power & Light Co.
Division of Texas Utilities Electric Company

STATE OF TEXAS, }
County }

DALLAS, TEXAS 75266-0268
P.O. BOX 660268
ATTN: LAND DEPARTMENT
TITLE & RIGHT-OF-WAY

#1 Sec

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS }

County of ..... }

BEFORE ME, the undersigned authority, on this day personally appeared .....

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ..... day of ..... A. D. 19...

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TEXAS
1987 SEP 18 PM 4:25
James E. Boddeker
COUNTY CLERK

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHARITIES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS }

County of ..... }

STATE OF TEXAS
COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me.

SEP 21 1987

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared ..... (Title) of ....., known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that executed the same as the act and deed of ..... and as ..... (Title) thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ..... day of ....., A. D. 19.....

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

Unofficial Document

VOL 1582 PAGE 181

Form 311 — Rev. 11-84

District: Round Rock
WA/Proj.: 1009/379199
Map Ref: 2876C308
Easement No.:

EASEMENT AND RIGHT OF WAY

36342 37.1.0.0.5.4.5.

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

That John E. Huegele and wife Kathryn Huegele

of Williamson County, Texas, hereafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric supply lines hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, a division of TEXAS UTILITIES ELECTRIC COMPANY, a Texas Corporation, P.O. Box 660268, Dallas, Texas 75266-0268, hereinafter termed Grantee, an easement and right-of-way for an electric supply line consisting of variable number of wires and circuits, and all necessary or desirable appurtenances, over, across and upon Grantor's land in the

M. Wilbarger survey. Abstract No. 663, Williamson County, Texas more particularly described in deed from Roger Conrad & wife Kelly Conrad, to John E. Huegele & wife Kathryn Huegele, dated August 28, 1984, recorded in Volume 1070, Page 383, Deed Records said County.

Said right-of-way granted being 10 feet wide, being 5 feet on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

BEGINNING at a point in Grantor's West property line, said point being 5 feet N 10°19'30" E from Grantor's Southwest property corner.

THENCE S 80°0' E 145 feet to a point.

Grantee shall have the right to erect variable poles, and variable single or multiple guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the proper maintenance and operation of said line. Grantor shall not make changes in the grade, elevation, or contour of the land, or construct berms, pools, lakes, ponds or other improvements on the land which will interfere with the exercise by Grantee of the rights herein granted, unless Grantor shall have obtained the prior written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 5th day of May A.D. 1987

John E. Huegele
John E. Huegele

Kathryn Huegele 5/5/87
Kathryn Huegele

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Unofficial Document

VOL. 1582 PAGE 182

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS }
County of Travis }

BEFORE ME, the undersigned authority, on this day personally appeared John E. Huegele and wife Kathryn Huegele known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of May, A. D. 19 87.

NO SEAL Kathy L. Rowles
Kathy L. Rowles
NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES Aug 30, 88

36342

THE STATE OF TEXAS }
County of Williamson }

I, ... County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the ..... day of ..... 19..., at ..... o'clock ..... M., and duly recorded by me in Book ..... of the Deed Records of said County, at page .....

Given under my hand and seal of office this .....

..... County Clerk,
..... County, Texas
By ..... Deputy.

FILED FOR RECORD
WILLIAMSON COUNTY, TX
1987 SEP 18 AM 8:25

COUNTY CLERK

Easement and Right of Way

FROM

John E. Huegele and wife Kathryn Huegele

TO

Texas Power & Light Co.
Division of Texas Utilities Electric Company

STATE OF TEXAS,
County of .....

TEXAS POWER & LIGHT COMPANY
REAL ESTATE - RIGHT-OF-WAY
P. O. Box 970
DALLAS, TEXAS 75266-0268

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS }
County of ..... }

BEFORE ME, the undersigned authority, on this day personally appeared .....

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ..... day of ....., A. D. 19.....

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS }
County of ..... }

BEFORE ME, the undersigned authority, on this day personally appeared ..... (Title) of ..... known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that executed the same as the act and deed of ..... and as ..... (Title) thereof for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ..... day of ....., A. D. 19.....

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

SEP 21 1987

James E. Boddeker
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

Form 50.3200A

EASEMENT AND RIGHT OF WAY

District: Round Rock
WA/Proj.: 1009/371110
Grid Ref.: 28763149469
Type: EO
Easement No.:

13506

WS

3ER00230385

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

That Lynn Stanley and wife, Joyce Stanley

of Williamson County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by Texas Utilities Electric Company, a Texas Corporation, P. O. Box 660268, Dallas, Texas 75266-0268, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications lines, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, across, and upon Grantor's land in the M. Wilbarger Survey, Abstract No. 663, Williamson County, Texas, more particularly described in deed from John E. Huesele and wife, Kathryn Huesele to Lynn Stanley and wife, Joyce Stanley, dated January 31, 1992, recorded in Volume 2105, Page 118, Deed Records said County.

Said right-of-way granted being 15 feet wide, being 7.5 feet on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

BEGINNING at an existing TU Electric pole. Said pole being located 136 feet S 80° 00' E of Grantors Southwest property corner and the East Right-of-Way (E.O.W.) of County Road 137.

THENCE S 80° 00' E for a distance of 136 feet.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said 15 foot space, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 24th DAY OF March, 1992.

Lynn Stanley

Joyce Stanley

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Unofficial Document

VOL 2136 PAGE 120

Form 311 Rev. 1-91

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

PLEASE RETURN TO

TU ELECTRIC
CUSTOMER SERVICE
P. O. BOX 2599
WACO, TX 76702-2599

THE STATE OF TEXAS

County of

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Stanley and wife, Joyce Stanley

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of March A. D. 1992

Donna L. Graham
Notary Public State of Texas

MY COMMISSION EXPIRES 7-19-93

Donna L. Graham
Printed Name of Notary

(13)

THE STATE OF TEXAS
WILLIAMSON County

Easement and Right of Way

FROM
Lynn Stanley and wife,
Joyce Stanley

TO
Texas Utilities Electric Company

STATE OF TEXAS,
County

I, County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the day of 19, at o'clock M., and duly recorded by me in Book of the Deed Records of said County, at page

Given under my hand and seal of office this day of, 19

County Clerk County, Texas.
by Deputy.

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS

County of

BEFORE ME, the undersigned authority, on this day personally appeared

(Title)
of, known to me to be the person(s) whose name(s) is (are) subcribed to the foregoing instrument, and acknowledged to me that executed the same as the act and deed of and as (Title) thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, A. D. 19

MY COMMISSION EXPIRES

Notary Public State of Texas

Printed Name of Notary

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

MAY 6 1992

Elaine Boyce
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TEXAS

1992 MAY -6 PM 3:02

Elaine Boyce
COUNTY CLERK

13506

Unofficial Document

Commissioners Court - Regular Session **56.**

Meeting Date: 05/07/2024

East Wilco Highway Segment 2 at CR163 – Utility Agreement with Oncor Electric

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Utility Agreement with Oncor for utility relocations on the East Wilco Highway Segment 2 Project at CR 163, a Road Bond Project in Commissioner Precinct 4. P: 392.

Background

Oncor has existing facilities in conflict with the East Wilco Highway Segment 2 Project at CR 163. The Utility Agreement for the relocations is for a total amount of $14,377.92. Oncor is 100% eligible for reimbursement. The total anticipated reimbursement to Oncor by the County is $14,377.92 (100% of $14,377.92).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EastWilcoHwy_Seg2_Oncor_DSA_CR163

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:47 AM
Form Started By: Julissa Vasquez		Started On: 05/01/2024 11:55 AM
Final Approval Date: 05/02/2024		

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 1st day of April, 2024 , by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company and distribution utility, and Williamson County ("Customer"), a political subdivision of the State of Texas, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Customer has requested for the overhead facilities to be relocated at CR 163 for East Wilco Hwy Seg 2 (Formerly SE Loop Seg 2). To accommodate this request the following will need to be installed: 1 new down guy. To be removed: 1 pole, approximately 1075 linear feet of overhead conductor. For a total reimbursable cost of $14,377.92, Company shall complete the described services in compliance with the plans and specifications as shown in Exhibit "A" attached hereto and incorporated herein.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon execution by both Parties and continues in effect until the discretionary services described herein are complete and payment is received in full from Customer. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A , and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
Oncor Electric Delivery
Ryan Kreuzer
3620 Franklin Ave
Waco, Texas 76710

(b) If to Customer:
Willimason County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by

Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Willimason County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment pursuant to the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Disclosure of Underground Facilities –** Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

17. **Other Terms and Conditions** --

(a) Company agrees that invoices for the work performed hereunder shall be sent to Customer at the address in Paragraph 10 above in a form reasonably acceptable to Customer's auditor upon completion by Company and acceptance by Customer, which acceptance shall not be unreasonably withheld, of the discretionary services described herein.

(b) After reasonable investigation and to the best of its current knowledge Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities, unless arising from Company's gross negligence.

(c) Company shall use good faith efforts under its Tariff for Retail Delivery Service and in accordance with Good Utility Practice to complete the described services in compliance with the plans and specifications as shown in Exhibit "A" ,contingent upon weather, force majeure or other unforeseen circumstances.

(d) Billing Amount: $14,377.92, which includes full reimbursement for all of Company's costs, including applicable taxes. Parties agree that no additional taxes will be added to the billing amount above and beyond Company's full costs.

(e) The following Exhibits are attached to this Agreement (select as applicable):

Exhibit "A"—Plans, Specifications and Estimated Costs
Exhibit "B"—Eligibility Ratio
Exhibit "C"---Betterment Calculation and Estimates
Exhibit "D"---Proof of Property Interest

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY, LLC

BY: Ryan Kreuzer

TITLE: Utility Designer

DATE: 4/1/2024

WILLIAMSON COUNTY

BY: Bill Gravell, Jr.

TITLE: County Judge

DATE:

Attachment A

Plans, Specifications, and Estimated Costs

Plans:

Next page in document

Estimated Costs:

Material - $ 538.97

Labor - $ 13,838.95

Total - $ 14,377.92

NOTE: NO UTILITY CONFLICTS ON THIS PAGE



CONFLICT DESCRIPTION (UTILITY TRACKER ID #)
•REFER TO UTILITY TRACKER

0 50' 100'
SCALE 1"=50'

LEGEND

PROPOSED ROW
EXISTING ROW
PROPOSED ROADWAY
ULTIMATE ROADWAY
EASEMENTS
PROPERTY LINES
PROPOSED DRAINAGE
PROPOSED WASTEWATER
PROPOSED FENCE
ACCESS ROAD
ABANDONED LINE

EXISTING UTILITIES

LVL B LVL C/D

OVERHEAD UTILITIES:
ONCOR GUY WIRE
ONCOR DISTRIBUTION
ONCOR TRANSMISSION
LUMEN
ONCOR/CHARTER
ONCOR/CHARTER/
LUMEN/SUDDENLINK
ONCOR/LUMEN/SUDDENLINK
ONCOR/LUMEN
TELECOMMUNICATIONS:
LUMEN
CHARTER
LUMEN
GAS:
ATMOS 20" GAS
ATMOS 30" GAS
FLINT HILLS 16" GAS
TO BE ABANDONED,
ENTERPRISE 12" GAS
ENTERPRISE 3" GAS, ABANDONED
ENTERPRISE 4.5" GAS
ENTERPRISE 14" GAS
ENTERPRISE 24" GAS
SANITARY SEWER:
CITY OF HUTTO 20" FM
WATER:
JONAH 2"
JONAH 3"
JONAH 4"
TO BE ABANDONED JONAH 3"
TO BE ABANDONED JONAH 4"
MANVILLE 2"
MANVILLE 4"

PROPOSED UTILITIES

PROPOSED JONAH WATER*
PROPOSED FHR PIPELINE*
PROPOSED ONCOR OH ELECTRIC*
PROPOSED CITY OF HUTTO 20" FM
PROPOSED CITY OF HUTTO 18" WW

*UTILITIES RELOCATING WITH FM 3349 PROJECT

QUALITY LEVELS

Quality Level 'D': Existing Records: Utilities are plotted from review of available documentation.
Quality Level 'C': Surface Visible Feature Survey: Quality Level 'D' information from existing records is correlated with surveyed surface-visible features.
Quality Level 'B': Designate: Two-dimensional horizontal mapping/the information is obtained through the application, and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.

WILLIAMSON COUNTY
1848

CobbFendley
TBPELS Firm Registration No. F-274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

LEGEND
Install
Overhead Electric
Underground Electric
Down Guy
Pole
Remove
Overhead Electric
Underground Electric
Down Guy
Pole
Relocate Place/Transfer To New Pole
Overhead Electric
Underground Electric
Down Guy
Pole
Power Vented
Pole
No Once Facilities Overhead

SOUTHEAST LOOP SEGMENT 2 PHASE 1 100% CONFLICT EXHIBIT

DESIGN BY:	SG	SCALE:	HORIZONTAL: 1"=50'
DRAWN BY:	SG		
CHECKED BY:	EK		
APPROVED BY:	SK		
PROJECT NO:	1903-099-07		
DATE:	11/30/2022	SHEET:	2 OF 8

11/30/2022
12:09:03 PM
C:\Users\sgarcia\Documents\Projects\1903-099-07 SE Loop Phase 1 Segment 2\Civil\Sheets\1903-099-07 SE LOOP P1S2 Sheet Set_sgarcia.dwg

Attachment B

Eligibility Ratio

☒ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "E" for proof of property interest, which is established at 100% eligible.

☐ Eligibility Ratio Calculation attached

Attachment C

Betterment Calculation and Estimates

☒ **Betterment does not exist in this agreement.**

☐ **Betterment Calculation attached.**

Attachment D

Proof of Property Interest

MARSHALL TENNILL, ET UX TO EASEMENT TEXAS POWER & LIGHT CO

00322

THE STATE OF TEXAS,)
)
COUNTY OF WILLIAMSON.)

KNOW ALL MEN BY THESE PRESENTS:

That we, Marshall Tennill and wife, Mrs Ella Tennill and _ of Williamson County Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys) at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being a description of the Texas Power and Light Company's Hutto-Norman Crossing Rural Distribution Extension Lateral, (ER57APre. 68) to serve F E Browning, as now surveyed and located across the land of Marshall Tennill, in the W M Gotlin Survey, Williamson County, Texas.

Beginning at T P & L Co. existing angle pole at survey station 33 plus 23 equals 0 plus 00; thence, in a southeasterly direction along and parallel with the Southwest R/W line of a county road a distance of 4290 feet, more or less, to a point in a property line running northeast and southwest at survey station 42 plus 90. Said property line being the northwest bank of Brushy Creek. Beginning again at survey station 40 plus 90; thence

Unofficial Document

H53075

in a northeasterly direction a distance of 25 feet, more or less to a Texas Power and Light Company guy.

Not more than 7 Poles, 0 stubs and 1 guys shall be erected along the course of said line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said lines and appurtenances; the right to re-locate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

To have and to hold the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves) my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hand this 15th day of March, 1937.

MARSHALL TENNILL

MRS ELLIA TENNILL

THE STATE OF TEXAS, }
COUNTY OF WILLIAMSON.)

Before me, O J Frerichs, a Notary Public in and for Williamson County, Texas, on this day personally appeared Marshall Tennill, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of March, A D 1937.

(LS) O J FRERICHS Notary Public, Williamson County, Texas.

THE STATE OF TEXAS, }
COUNTY OF WILLIAMSON.)

Before me, O J Frerichs, a Notary Public in and for Williamson County, Texas on this day personally appeared Ellia Tennill, wife of Marshall Tennill, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ellia Tennill, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 15th day of March, A D 1937.

(LS) O J FRERICHS Notary Public, Williamson County, Texas.

Filed for record April 23, 1937 at 8 o'clock A M.
Recorded April 27, 1937 at 8:50 o clock A M.

D L Doble
Clerk, County Court, Williamson County, Texas.

By Elizabeth Goerner Deputy.

0 - - - - - 0

Unofficial Document

Commissioners Court - Regular Session **57.**

Meeting Date: 05/07/2024

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 - Rates for Huitt~Zollars utilizing the CPI language from the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ChandlerRdExt-HZ-Amendment01

ChandlerRdExt-HZ-WA01Supp07

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:33 AM
Form Started By: Marie Walters		Started On: 05/01/2024 05:44 PM
Final Approval Date: 05/02/2024		

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.

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

Rey Gonzalez
Printed Name

Vice President
Title

4/22/24
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 10:03 am, Apr 25, 2024

HUITT ZOLLARS

Exhibit D

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%

Alliance Transportation Group 2019 Rates

Category	Loaded
Project Principal	270.00
Senior Project Manager	260.00
Project Manager	250.00
Senior Engineer	200.00
Project Engineer	172.00
Traffic or Design Engineer**	156.00
EIT	115.00
Engineer Tech	104.00
Jr Engineer Tech	67.00
Sr Engineer Tech	157.00
Transportation Planner I/II	95.00
Transportation Planer III	123.00
Travel Demand Modeler I	126.00
Travel Demand Modeler II/III	181.00
Senior Planner/ Modeler	203.00
Admin/Clerical	74.00
Project Administration	101.00

Approved June 4, 2019

CD&P 2019 Rates

Principal	$200.00
Sr. Public Involvement Officer	$160.00
Public Involvement Officer	$120.00
Designer/Developer	$100.00
Jr. Public Involvement Officer	$ 75.00
Administrative	$ 50.00
Intern	$ 25.00

Approved June 4, 2019

Corsair Direct Labor Rates

Job Classification	Yrs Exp	Loaded Rate
Project Manager	10 to 20	$ 223.90
Senior Engineer	15+	$ 189.45
Project Engineer	10 to 15	$ 152.66
Design Engineer	5 to 10	$ 129.99
Engineer-In-Training	1 to 5	$ 104.12
Senior Engineer Tech	15+	$ 109.60
Engineer Tech	5 to 15	$ 93.94
Junior Engineer Tech	1 to 5	$ 72.02
Admin/Clerical		$ 67.73
Field Engineer	5 to 10	$ 140.92

Approved June 4, 2019

Corsair Unit Costs			Negotiated Rates
Services To Be Provided	**Test Code**	**Unit**	
Calcium Carbonate Content of Soils	ASTM D4373	each	$ 55.00
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	each	$ 320.00
Casagrande Type Piezometers		each	$ 50.00
Casagrande Type Piezometers Installation		each	$ 360.00
Concrete/AC Patch		per patch	$ 20.00
Core Drill Asphalt		each	$ 60.00
Core Drill Concrete		each	$ 120.00
Core Repair/Patch Asphalt Cold Mix		each	$ 30.00
Core Repair/Patch Concrete-Utilibond		each	$ 50.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew)		trip	$ 320.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew) 4-in. diameter cores		Inch	$ -
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew) 6-in. diameter cores		Inch	$ -
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (a) 4-in. diameter cores		inch	$ 24.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (a) Hot Mix Asphalt (min. of 3)		each	$ -
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (b) 6-in. diameter cores		inch	$ 180.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (b) Concrete (min. of 3) (up to 15 inches)(up to 4-inches diameter)		each	$ -
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): (c) Concrete (more than 15 inches)		inch	$ -
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 546.00
Drilling & Sampling - Hard Rock-Diamond Bit		LF	$ 35.00
Drilling & Sampling - Rock		LF	$ 25.00
Drilling & Sampling - Soft Rock-Carbide Bit		LF	$ 30.00
Drilling & Sampling - Soils		LF	$ 21.00
Electronic Water Level Device		day	$ 22.00
Falling Weight Deflectomer Testing		day	$ 2,525.00
Modified Proctor Test	ASTM D1557	each	$ 240.00
One Dimensional Consolidation Properties of Soil	ASTM D2435	each	$ 425.00
One Dimensional Swell, Method C	ASTM D4546	each	$ 190.00
One Dimensional Swell, Methods A & B	ASTM D4546	each	$ 110.00
Permeability of Silt and Clays	ASTM D5084	each	$ 375.00
Piezometer - 2"		foot	$ 30.00
Piezometer Abandonment		each	$ 150.00
Piezometer Completion / Abandonment (Including grouting)		each	$ 300.00
Piezometer Completion		each	$ 250.00
Piezometer Finish: (a) Flush Mount w/ 2' x 2' pad		each	$ 250.00
Piezometer Finish: (b) Stick-up w/ 4 Bollards on a 4' x 4' pad		each	$ 500.00
Piezometer-2" (including well completion and installation)		LF	$ 35.00
Manhole Cover for Piezometer		each	$ 43.00
Soil Boring /Rock Coring without TCP (>60 ft.)		LF	$ 25.00
Soil Boring with SPT	ASTM D1586	LF	$ 21.00
Soil Boring without TCP (<60 ft.):		LF	$ 28.00
Soil Boring without TCP (<60 ft.): (a) Utilizing Continuous Sampler	ASTM D1587	LF	$ 32.00
Soil Boring without TCP (<60 ft.): (b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	$ 20.00
Soil Boring without TCP (<60 ft.): (c) Auguring		LF	$ 25.00
Soil Boring without TCP (>60 ft.):		LF	$ -
Soil Boring without TCP (>60 ft.): (a) Utilizing Continuous Sampler	ASTM D1587	LF	$ 26.00
Soil Boring without TCP (>60 ft.): (b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	$ 38.00
Soil Boring/Rock Coring without TCP (<60 ft.)		LF	$ 38.00

Soil Boring/Rock Coring with TCP (< 60 ft.)	Tex-132-E	LF	$ 38.00
Soil Boring/Rock Coring with TCP (> 60 ft.)	Tex-132-E	LF	$ 40.00
Splitting Tensile of Intact Rock Core	ASTM D3967	each	$ 95.00
Stand By of Crew		hour	$ 180.00
Standard Guide for Comparison of Field Methods for Determining Hydraulic Conductivity in Vadose Zone	ASTM D5126	each	$ 300.00
Standard Penetration Test (SPT)	ASTM D1586	each	$ 30.00
Standard Proctor Test	ASTM D698	each	$ 230.00
Standard Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer	ASTM D4221	each	$ 140.00
Standard Test Method for Hydraulic Conductivity of Essentially Saturated Peat	ASTM D4511	each	$ 250.00
Standard Test Method for Permeability of Granular Soils (Constant Head)	ASTM D2434	each	$ 325.00
Standard Test Methods for Determining Dispersive Characteristics of Clayey Soils by the Crumb Test	ASTM D6572	each	$ 34.00
Standard Test Methods for Identification and Classification of Dispersive Clay Soils by the Pinhole Test	ASTM D4647	each	$ 175.00
Suction Test (Filter Method)	ASTM D5298	each	$ 75.00
Unconfined Compressive Strength (Rock)	ASTM D2938	each	$ 70.00
Unconfined Compressive Strength (Soil)	ASTM D2166	each	$ 55.00
Vertical Inclinometer		each	$ 310.00
Vertical Inclinometer Installation		each	$ 750.00
Vibrating Wire Piezometer		each	$ 750.00
Vibrating Wire Piezometer Installation		each	$ 800.00
Volumetric Shrinkage	ASTM D427	each	$ 90.00
Water Stand Pipes	ASTM D4043	LF	$ 32.00
Determining Moisture Content in Soil Materials	Tex-103-E	each	$ 12.00
Determining Liquid Limits of Soils	Tex-104-E	each	$ 35.00
Determining Plastic Limit of Soils	Tex-105-E	each	$ 35.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	$ 25.00
Particle Size Analysis of Soils	Tex-110-E	each	$ 85.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	$ 45.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	$ 270.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Materials	Tex-114-E	each	$ 270.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	$ 1,300.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	$ 1,300.00
Determining Potential Vertical Rise	Tex-124-E	each	$ 45.00
Measuring Thickness of Pavement Layer	Tex-140-E	each	$ 15.00
Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 15.00
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	$ 49.00
Bentonite Grouting of Boreholes - Bentonite Chips		LF	$ 9.00
Backfill Borings		LF	$ 5.00
ATV-Mounted Drilling Rig Surcharge		each	$ 550.00
Organic Content	ASTM D2974	each	$ 65.00
Dynamic Cone Penetrometer	ASTM D6951	each	$ 100.00
Admixing Lime to Reduce Plasticity Index of Soils	TEX-112-E	each	$ 100.00
Soil-Cement Compressive Strength, (Part II)	Tex-120-E	each	$ 240.00
Soil-Lime Testing (Part 1) (Includes TEX-113-E)	Tex-121-E	Per Series	$ 1,350.00
Soil-Lime Compressive Strength, (Part II)	Tex-121-E	each	$ 1,350.00
Soil-Lime Testing - Part 3	Tex-121-E	each	$ 42.00
Determining Soil pH	Tex-128-E	each	$ 40.00
CU Triaxial Compression for Undisturbed Soils - Single Stage	Tex-131-E	set of 3	$ 500.00
CU Triaxial Compression for Undisturbed Soils - Multiple Stage	Tex-131-E	set of 3	$ 1,350.00
Texas Cone Penetration	Tex-132-E	each	$ 28.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	$ 45.00
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	$ 45.00
Ground Penetrating Radar (GPR) - Data Collection	ASTM D4748	hour	$ 325.00
Ground Penetrating Radar (GPR) - Processing	ASTM D4748	hour	$ 160.00
Inclinometer Casing Installation		LF	$ 30.00
Inclinometer Casing Installation		LF	$ 30.00

Drilling Crew Daily Travel to Jobsite		Day	$ 250.00
3 Man Clearing Crew with Chainsaws, Chipper		Day	$ 2,900.00
Determine Chloride and Sulfate and Sulfate Content in Soils	TEX 620-J	each	$ 58.00
Night Drilling Surcharge		each	$ 500.00
Ground Penetrating Radar Testing (stand-alone)		day	$ 2,600.00
Ground Penetrating Radar Testing (attached to FWD)		day	$ 550.00
Light Tower (for night drilling)		per night	$ 190.00
Mobilization of Traffic Control (Trips over 100 miles from office to site)		mile	$ 5.00
Mobilization of Drilling Rig (Trip Less than 100 miles from office to site)		each	$ 450.00
Mobilization of Drilling Rig (Trip over 100 miles from office to site)		mile	$ 6.00
Linear Bar Shrinkage of Soils	Tex-107-E	each	$ 41.00
Mobilizing and Demobilizing (Rig and Crew)		mile	$ 5.50
Mobilizing and Demobilizing (FWD Equipment)		mile	$ 5.50
Weekend commuting (per crew)		mile	$ 4.50
Daily drilling rate		daily	$ 2,500.00
Hourly drilling rate BARGE DRILLING		hour	$ 600.00
Minnimum drilling rate		daily	$ 1,500.00

Approved June 4, 2019

SAM, LLC RATE SCHEDULE FOR YEAR 2019

SURVEYING SERVICES:	
Principal	$215.00 per hour
RPLS Project Manager	$175.00 per hour
RPLS Task Leader	$158.00 per hour
Senior Survey Technician	$98.00 per hour
Survey Technician	$89.00 per hour
2-Person Survey Crew	$140.00 per hour
3-Person Survey Crew	$165.00 per hour
Administration / Clerical Support	$68.00 per hour
SURVEY EQUIPMENT:	
GPS Receiver	$25.00 per hour
ATV or Utility Vehicle	$75.00 per day
GEOSPATIAL SERVICES:	
Principal	$215.00 per hour
Senior Project Manager	$205.00 per hour
Project / Acquisition Manager	$165.00 per hour
Pilot	$130.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$195.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$325.00 per hour
Photogrammetrist / Project Lead	$115.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	$98.00 per hour
LiDAR / Photogrammetry Technician	$95.00 per hour
GEOSPATIAL EQUIPMENT:	
Aerial LiDAR System 1560I (Equipment Only)	$1300.00 per hour
Aerial LiDAR System HARRIER 68I (Equipment Only)	$700.00 per hour
Mobile Mapping System	$750.00 per hour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	$200.00 per hour
HDS Laser Scanner	$100.00 per hour
High Rail Equipped Vehicle	$10.00 per hour
Weather Station	$10.00 per hour
Oblique HD Camera System – Manned Aircraft	$30.00 per hour
Video Camera System – Manned Aircraft	$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	$100.00 per hour
Helicopter (Turbine Engine Powered)	$1,450 per hour
Helicopter (Reciprocal Engine Powered)	$850.00 per hour
Fixed Wing Twin Engine	$960.00 per hour
Fixed Wing Single Engine	$600.00 per hour
M600 Unmanned Aerial System– Video / Still Photos	$150.00 per hour
M600 UAS Standby – Video / Still Photos	$75.00 per hour
VAPOR Unmanned Aerial System – IR / Corona / LiDAR	$500.00 per hour
VAPOR UAS Standby – IR / Corona / LiDAR$	200.00 per hour
GPS Receiver (Equipment Only)	$25.00 per hour
Geospatial Work Station	$15.00 per hour

Approved June 4, 2019

SWCA | Standard Rate Schedule

2019 LABOR CATEGORIES AND BILLING RATES

Principals & Project Management Staff

Project Manager III	$89.00	Project Manager IX	$153.00
Project Manager IV	$99.00	Project Manager X	$171.00
Project Manager V	$109.00	Project Manager XI	$187.00
Project Manager VI	$119.00	Project Manager XII	$205.00
Project Manager VII	$131.00	Principal-in-Charge	$285.00
Project Manager VIII	$142.00		

Consulting Services

Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator
Information Technology	

Specialist I	$67.00	Specialist IX	$153.00
Specialist II	$79.00	Specialist X	$171.00
Specialist III	$89.00	Specialist XI	$187.00
Specialist IV	$99.00	Specialist XII	$205.00
Specialist V	$109.00	Subject Matter Expert	$210.00
Specialist VI	$119.00		
Specialist VII	$131.00	Technician I	$47.00
Specialist VIII	$142.00	Technician II	$55.00

Administrative

Administrative I	$42.00	Administrative V	$89.00
Administrative II	$53.00	Administrative VI	$101.00
Administrative III	$66.00	Administrative VII	$113.00
Administrative IV	$77.00	Administrative VIII	$125.00

Approved June 4, 2019

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.

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:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Rey Gonzalez	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
4/22/24	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B-1 – Services to be Provided by Engineer

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
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.

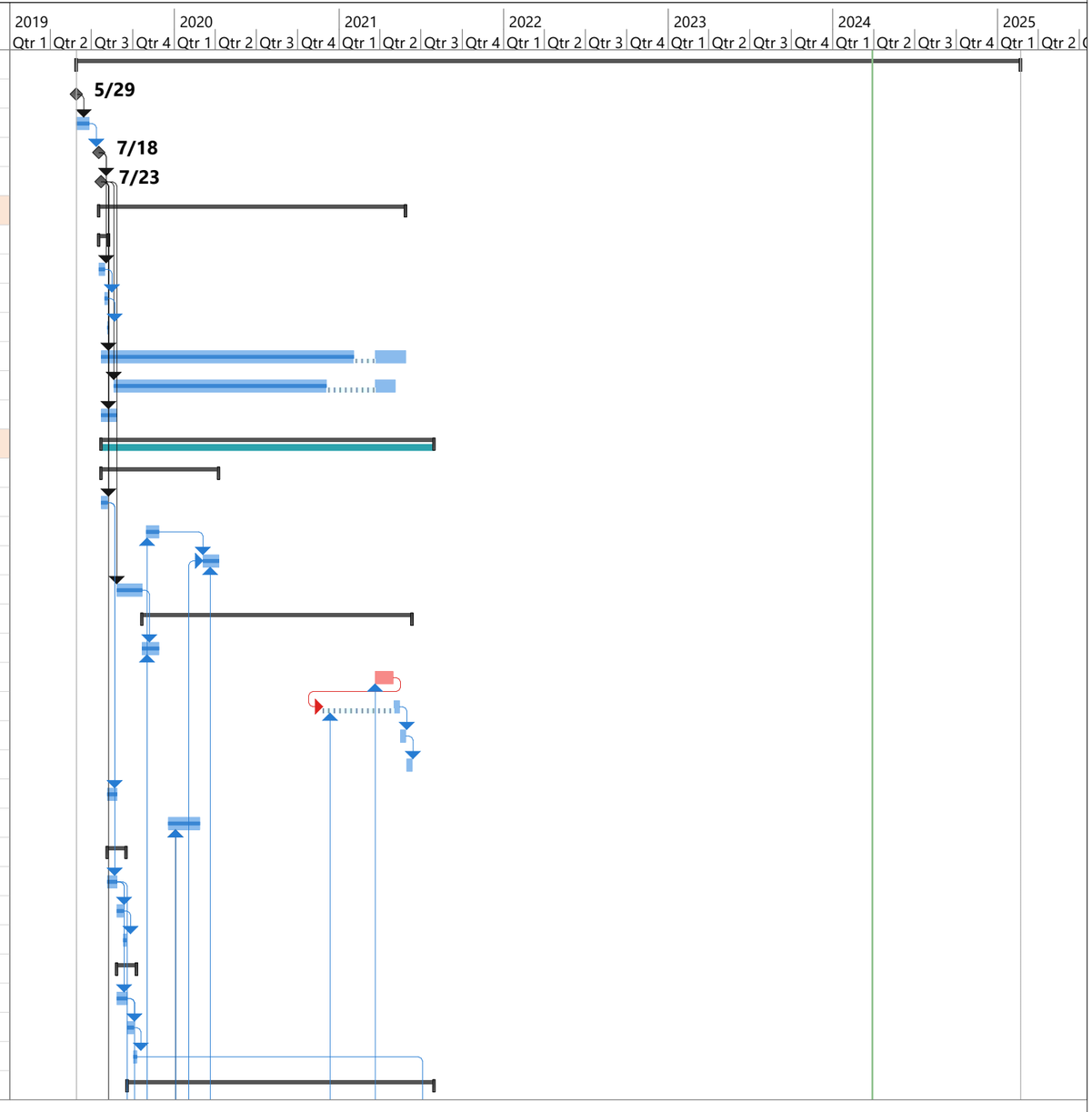
9. PLAN PREPARATION
   No work under this SWA.

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
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**

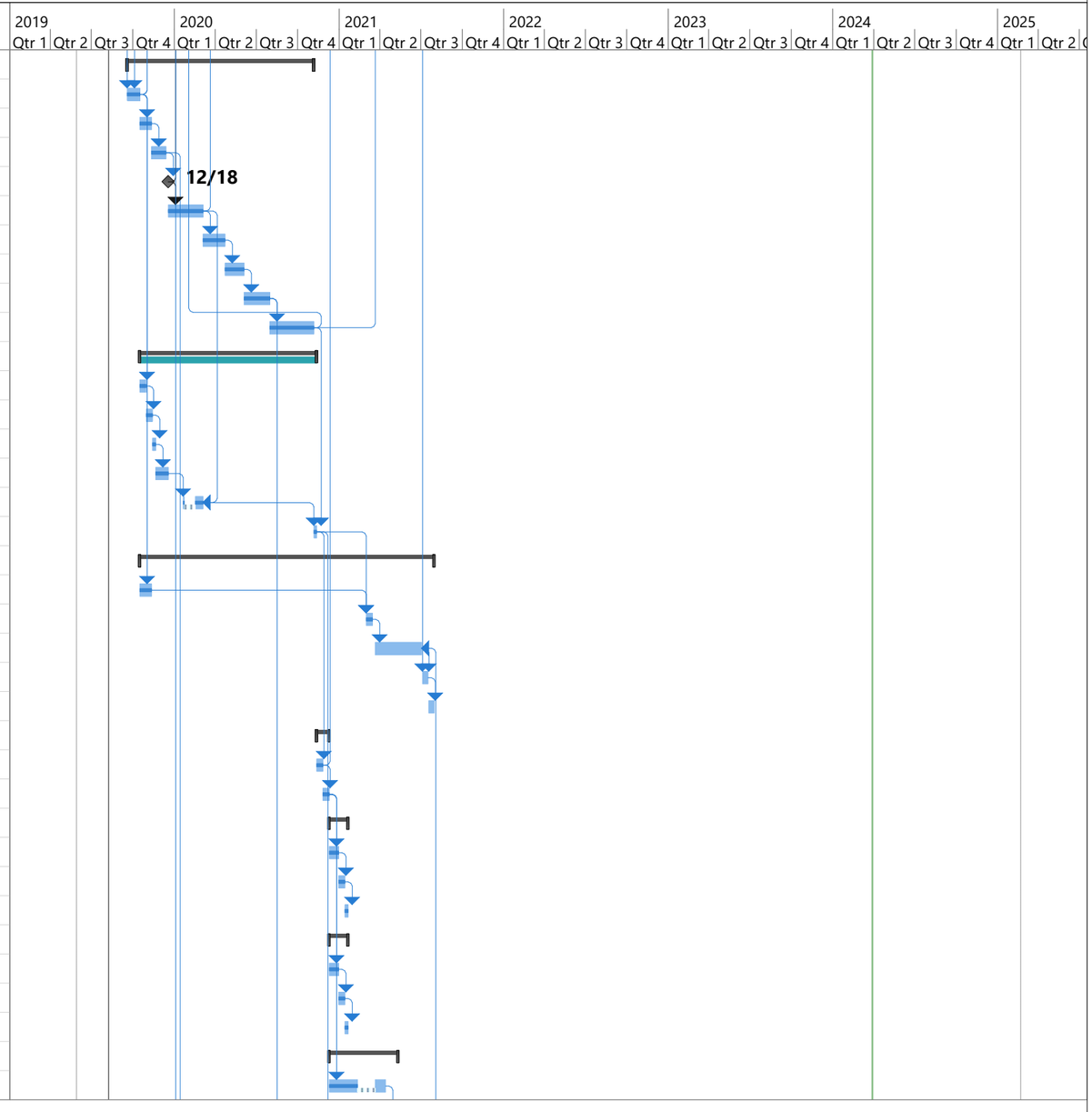


Project: Wilco Chandler Rd Ext
Date: Fri 3/29/24

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
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

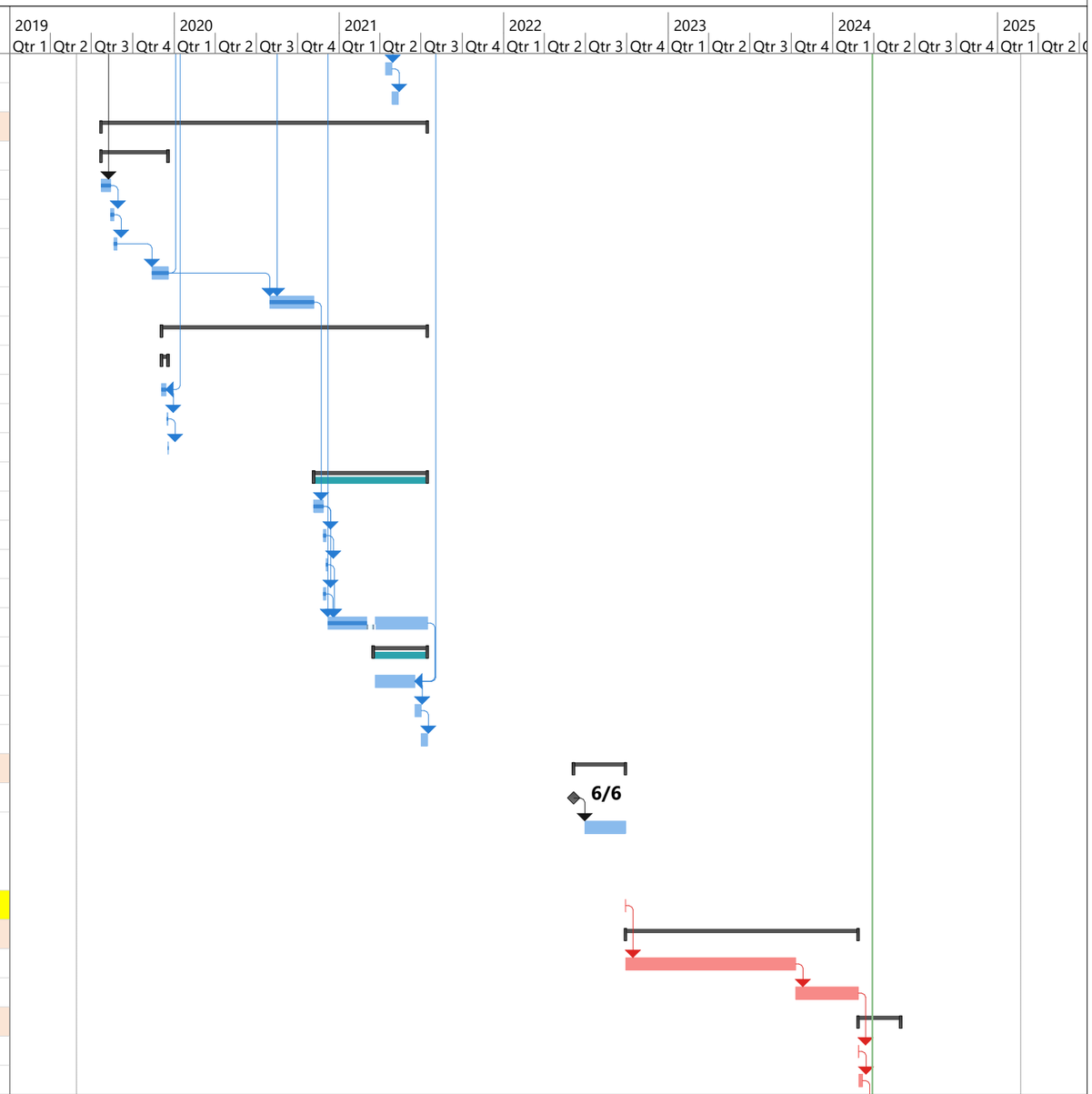


Project: Wilco Chandler Rd Ext
Date: Fri 3/29/24

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	

ATTACHMENT C - WILLIAMSON COUNTY CHANDLER ROAD EXTENSION (CORRIDOR B3) WORK SCHEDULE

ID	Task Name	Duration	Start	Finish
73	GEC Review	10 days	Wed 4/14/21	Tue 4/27/21
74	Respond to Comments & Finalize	10 days	Wed 4/28/21	Tue 5/11/21
75	**3. Public Involvement**	**518 days**	**Tue 7/23/19**	**Thu 7/15/21**
76	**a. Public Involvement Plan (PIP)**	**107 days**	**Tue 7/23/19**	**Wed 12/18/19**
77	Prepare Draft	15 days	Tue 7/23/19	Mon 8/12/19
78	GEC Review	5 days	Tue 8/13/19	Mon 8/19/19
79	Respond to Comments	5 days	Tue 8/20/19	Mon 8/26/19
80	WilCo Review	26 days	Wed 11/13/19	Wed 12/18/19
81	b. Stakeholder Outreach & Meetings	70 days	Fri 7/31/20	Thu 11/5/20
82	**c. Meetings with Affected Property Owners (MAPOs)**	**422 days**	**Wed 12/4/19**	**Thu 7/15/21**
83	**Fact Sheet**	**11 days**	**Wed 12/4/19**	**Wed 12/18/19**
84	Prepare Draft	8 days	Wed 12/4/19	Fri 12/13/19
85	GEC Review	2 days	Mon 12/16/19	Tue 12/17/19
86	Respond to Comments	1 day	Wed 12/18/19	Wed 12/18/19
87	**Conduct MAPOs**	**180 days**	**Fri 11/6/20**	**Thu 7/15/21**
88	Prepare Material	15 days	Fri 11/6/20	Thu 11/26/20
89	GEC Review	4 days	Fri 11/27/20	Wed 12/2/20
90	Respond to Comments & Finalize	2 days	Thu 12/3/20	Fri 12/4/20
91	Letters to potentially affected property owners	3 days	Fri 11/27/20	Tue 12/1/20
92	Conduct MAPOs	146.25 days	Mon 12/7/20	Thu 7/15/21
93	**MAPOs Summary Report**	**86 days**	**Thu 3/18/21**	**Thu 7/15/21**
94	Prepare Summary Report	64 days	Thu 3/18/21	Thu 6/17/21
95	GEC Review	10 days	Fri 6/18/21	Thu 7/1/21
96	Respond to Comments & Finalize	10 days	Fri 7/2/21	Thu 7/15/21
97	**4. Conceptual Schematic Profiles and Cross-Sections (Original Scope)**	**83 days**	**Mon 6/6/22**	**Wed 9/28/22**
98	Notice to Proceed	0 days	Mon 6/6/22	Mon 6/6/22
99	Prepare Schematic Profiles and Cross-Sections / Minimize Retaining Walls / Verify Drainage Can be Contained within ROW (time allowed for TxDOT coordination of US 79 connection/realignment)	65 days	Thu 6/30/22	Wed 9/28/22
100	County Stop Work	1 day	Wed 9/28/22	Wed 9/28/22
101	**5. County Coordination with City of Taylor & US 79 Tie-In Location**	**368 days**	**Thu 9/29/22**	**Mon 2/26/24**
102	County Discussions with City Regarding Footprint Concerns	269 days	Thu 9/29/22	Tue 10/10/23
103	County Discussions Regarding US 79 Tie In Location at FM 619	99 days	Wed 10/11/23	Mon 2/26/24
104	**6. Rescoping of Project (County / HZ)**	**69 days**	**Tue 2/27/24**	**Fri 5/31/24**
105	County Send New Revised Scope to HZ	1 day	Tue 2/27/24	Tue 2/27/24
106	HZ Proposal Preparation for Revised Scope of Work to County	6 days	Wed 2/28/24	Wed 3/6/24

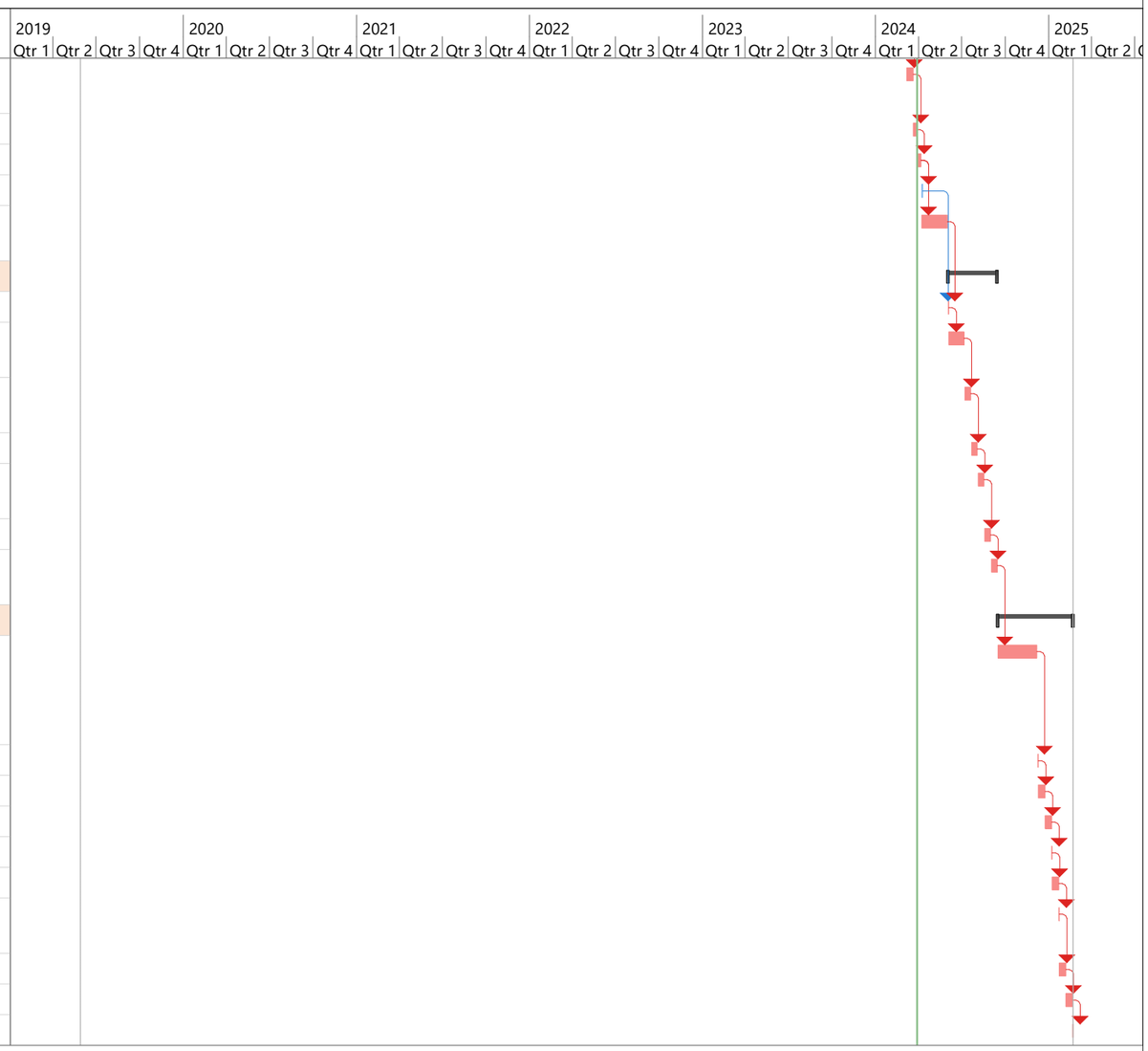


Project: Wilco Chandler Rd Ext
Date: Fri 3/29/24

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
107	County Review of Proposal for Revised Scope of Work/Comments to HZ	10 days	Thu 3/7/24	Wed 3/20/24
108	HZ Address Proposal Comments	5 days	Thu 3/21/24	Wed 3/27/24
109	County Review & Staff Acceptance of Updated Proposal	7 days	Thu 3/28/24	Fri 4/5/24
110	Proposal to Commissioners Court for Approval	2 days	Mon 4/8/24	Tue 4/9/24
111	County Coordination with TxDOT regarding US 79 Tie In Location at FM 619	40 days	Mon 4/8/24	Fri 5/31/24
112	**7. Revise ROW, Main Lanes, Frontage Roads**	**75 days**	**Mon 6/3/24**	**Fri 9/13/24**
113	County Notice to Proceed	1 day	Mon 6/3/24	Mon 6/3/24
114	Revise ROW, Main Lanes, Frontage Roads, Direct Connectors, Entrance/Exit Ramps	24 days	Tue 6/4/24	Fri 7/5/24
115	County Review 1 / County Final Coordination with TxDOT Re: US 79 Connection at FM 619	10 days	Mon 7/8/24	Fri 7/19/24
116	HZ Address Comments	10 days	Mon 7/22/24	Fri 8/2/24
117	County Review 2 / County Final Coordination with TxDOT Re: US 79 Connection at FM 619	10 days	Mon 8/5/24	Fri 8/16/24
118	HZ Address Comments	10 days	Mon 8/19/24	Fri 8/30/24
119	Acceptance of Revised Horizontal Geometry by County (Presumes US 79 connection is at FM 619)	10 days	Mon 9/2/24	Fri 9/13/24
120	**8. Conceptual Schematic Profiles and Cross-Sections (New Scope)**	**114 days**	**Mon 9/16/24**	**Thu 2/20/25**
121	Prepare Schematic Profiles and Cross-Sections / Minimize Retaining Walls / Verify Drainage Can be Contained within ROW (Presumes No Major Changes to Plan View Alignments Submitted in Previous Section)	60 days	Mon 9/16/24	Fri 12/6/24
122	Submit Schematic Profiles and Cross-Sections for GEC Review	1 day	Mon 12/9/24	Mon 12/9/24
123	GEC Review	10 days	Tue 12/10/24	Mon 12/23/24
124	Address GEC Comments	10 days	Tue 12/24/24	Mon 1/6/25
125	Submit Final Schematic Profiles and Cross-Sections	1 day	Tue 1/7/25	Tue 1/7/25
126	Update Alternatives Evaluation Technical Report Accordingly	10 days	Wed 1/8/25	Tue 1/21/25
127	Submit Draft Updated Alternatives Evaluation Technical Report for GEC Review	1 day	Wed 1/22/25	Wed 1/22/25
128	GEC Review	10 days	Thu 1/23/25	Wed 2/5/25
129	Address GEC Comments	10 days	Thu 2/6/25	Wed 2/19/25
130	Submit Final Updated Alternatives Evaluation Technical Report	1 day	Thu 2/20/25	Thu 2/20/25



Project: Wilco Chandler Rd Ext
Date: Fri 3/29/24

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Critical
Critical Split
Progress
Manual 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																		
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																		
Prepare QA/QC plan																	0	$0.00
d. Project Coordination & Administration																		
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																		
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																		
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 exhbit 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

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 **58.**

Meeting Date: 05/07/2024

Ronald Reagan Widening TCEQ Agent Authorization

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 TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Ronald Reagan Widening project, a 2019 Road Bond Project in Precinct 2.

Background

The Ronald Reagan Widening project requires TCEQ approval of a Contributing Zone Plan (CZP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of STV Infrastructure, Inc. to submit the needed CZP Exception for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RonaldReaganWidening(SegB)-TCEQAgentAuthorizationForm

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 10:13 AM
Form Started By: Marie Walters		Started On: 05/01/2024 07:00 PM
Final Approval Date: 05/02/2024		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I The Honorable Bill Gravell Jr.,
Print Name

Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Anthony Serda, P.E.
Print Name of Agent/Engineer

of STV Infrastructure, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF Texas §

County of Williamson §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **59.**

Meeting Date: 05/07/2024

Long Range Transportation Plan Updates

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The attached amendments are recommended by staff. Adjustments have been made to the proposed arterial and corridor networks to accommodate advances in design, incoming plats, and other developments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WilCo-TranspPlan_REV2

LRTP_ControlledAccess_REV1

ProposedControlledAccessFacilities_REV1

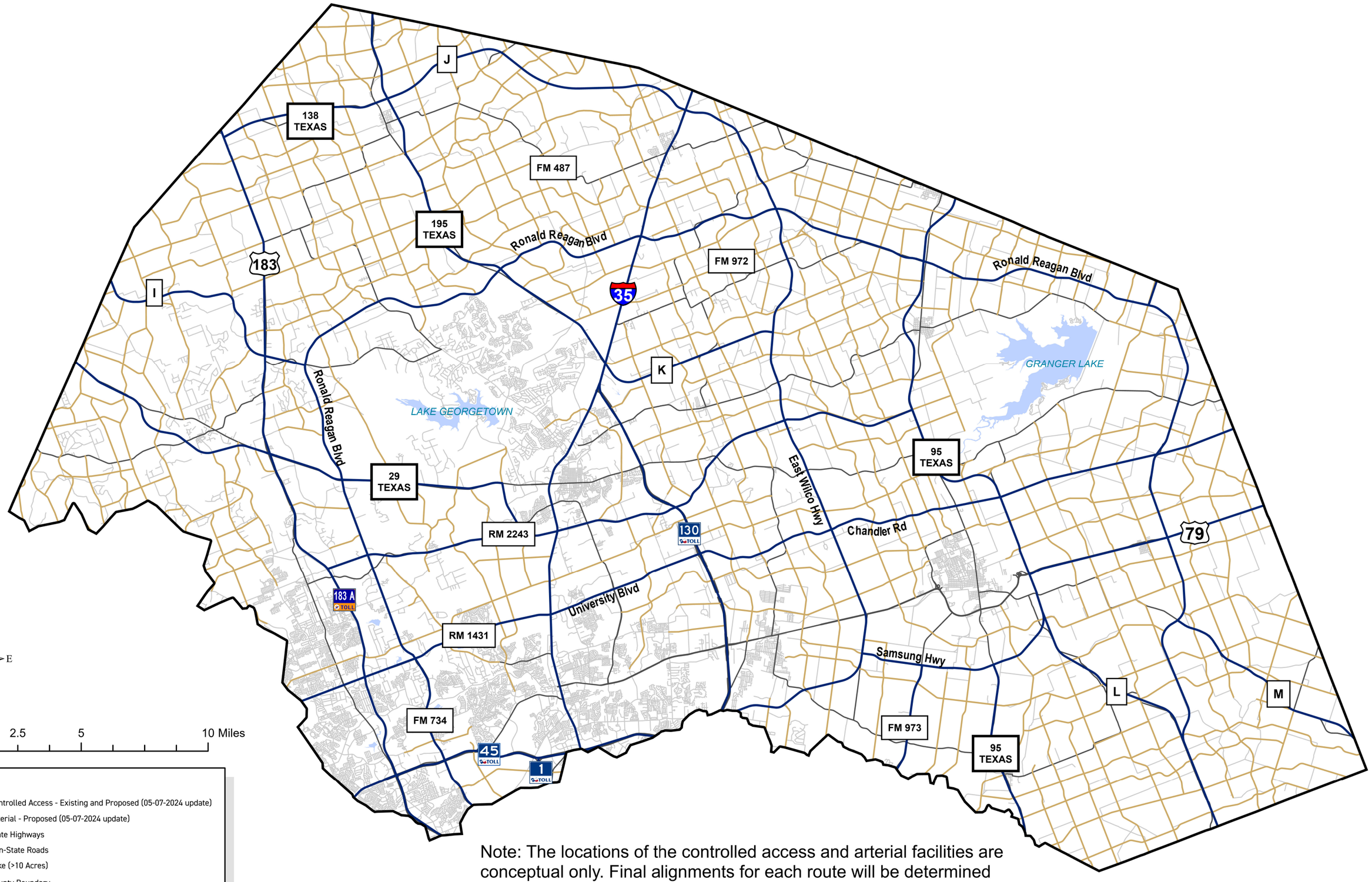
LRTP_Arterials_REV1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:29 AM
Form Started By: Marie Walters		Started On: 04/25/2024 01:02 AM
Final Approval Date: 05/02/2024		

Revision date : 05/01/2024

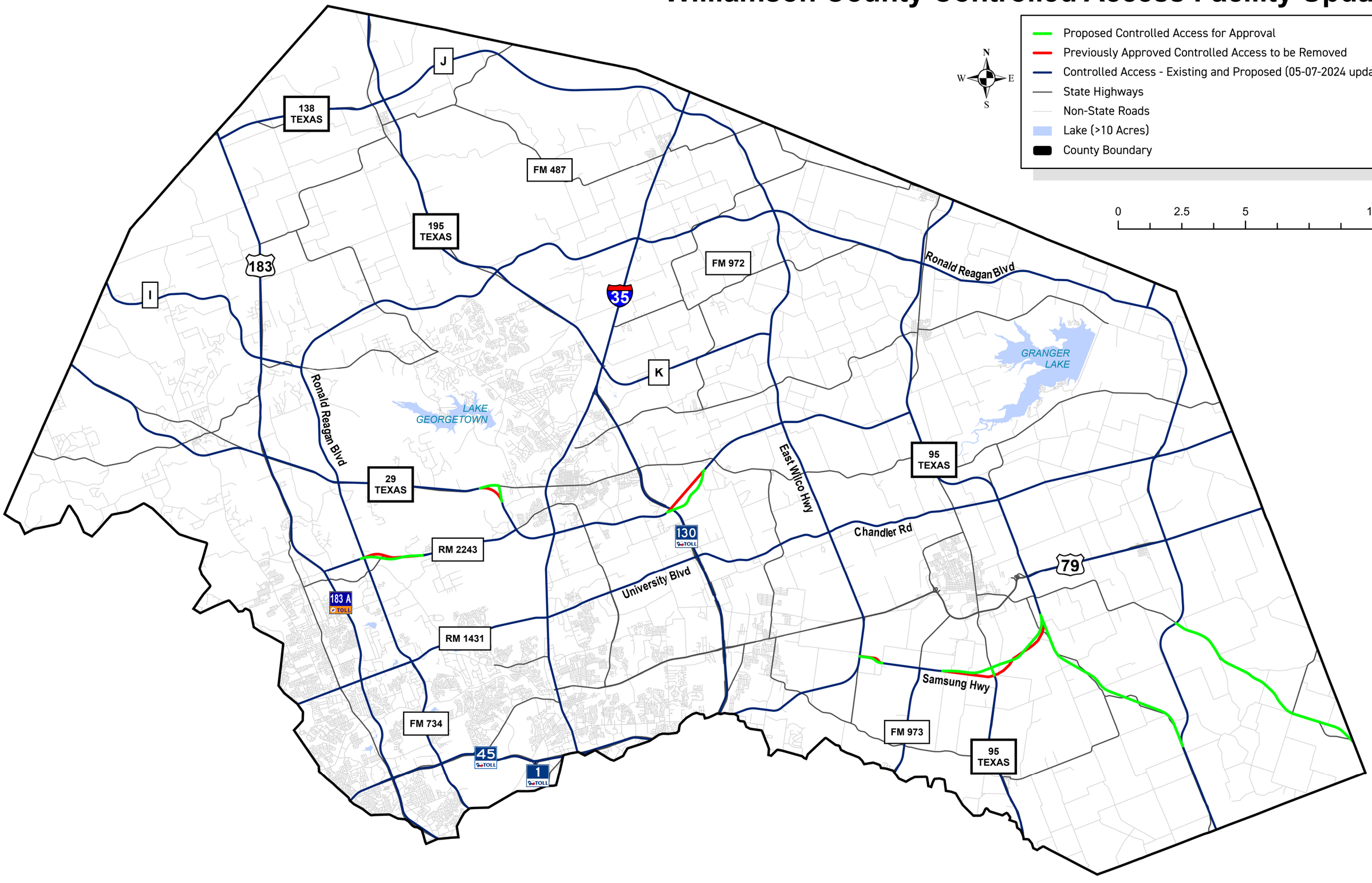
Williamson County Transportation Plan



Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: \\ausw001\jobs\261272_WilcoDesign&Plan\GEO\Technorod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2024-04-15-WilcoTransportationPlan_11x17.aprx

Williamson County Controlled Access Facility Updates



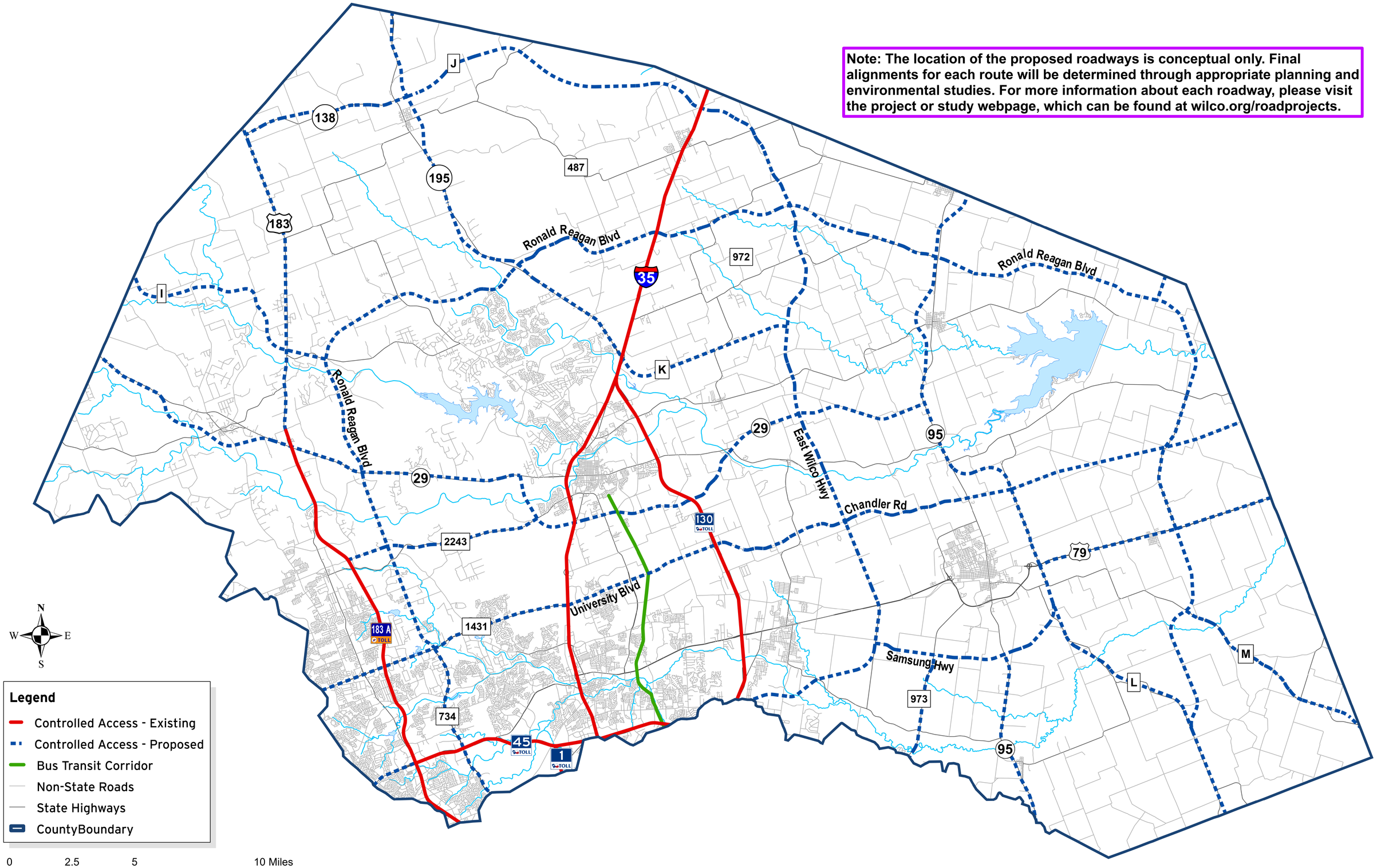
Note: The locations of the controlled access facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: \\ausw001\jobs2\61272_WilcoDesign&Plan\GIC\Techcrod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2024-04-15-WilcoTransportationPlan_11x17.aprx

Revision date : 05/07/2024

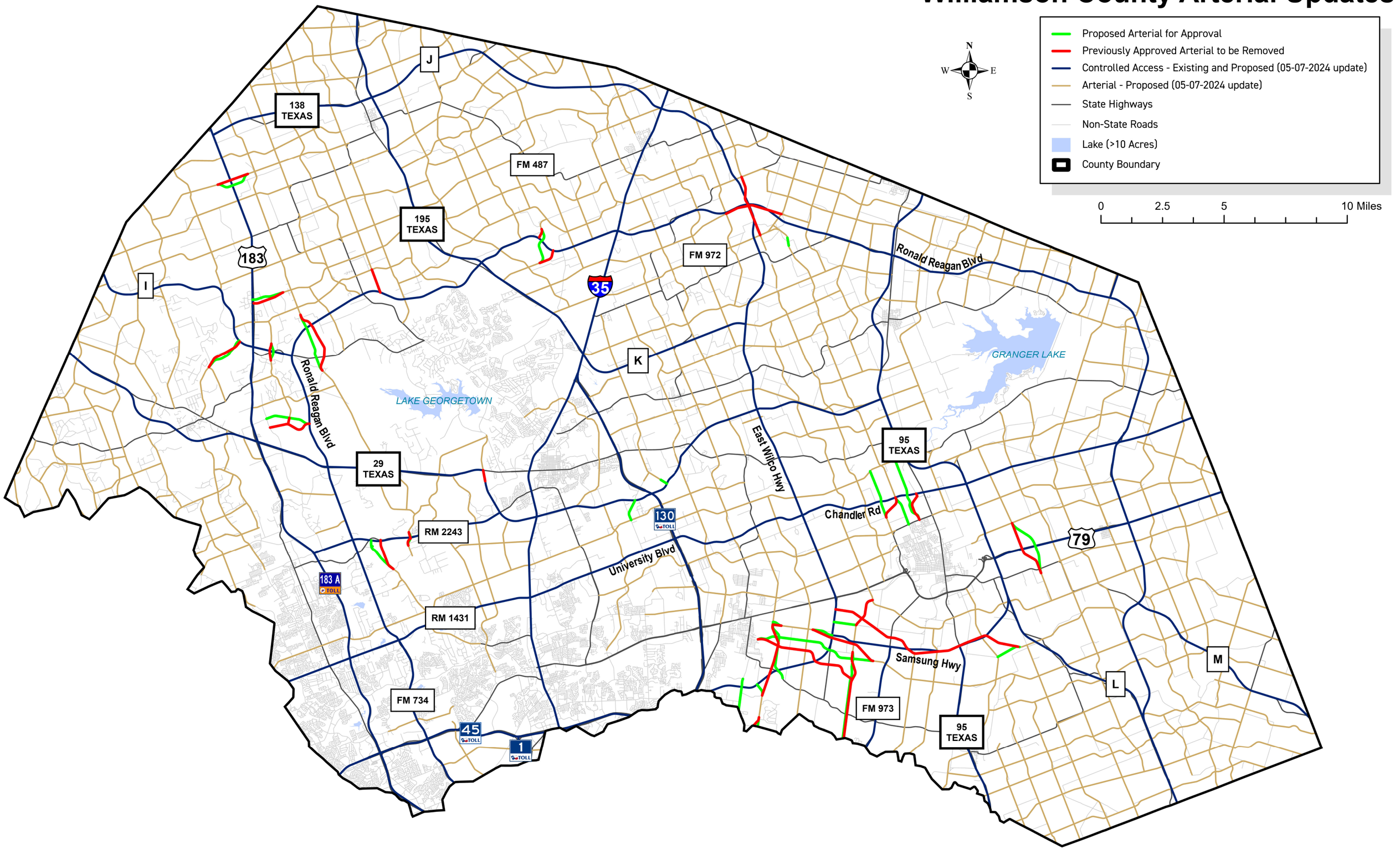
Conceptual Map of Proposed Controlled Access Facilities

Note: The location of the proposed roadways is conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies. For more information about each roadway, please visit the project or study webpage, which can be found at wilco.org/roadprojects.



Document Path: \\ausw00\jobs\261272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2024-04-15-WilcoTransportationPlan -11x17.aprx

Williamson County Arterial Updates



Note: The locations of the arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: \\ausw000jobs2\61272_WilcoDesign&PlanGEC\Technood\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2024-04-15-WilcoTransportationPlan_11x17.aprx

Commissioners Court - Regular Session **60.**

Meeting Date: 05/07/2024

Corridor I ROE Agrement

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 Temporary Right of Entry Agreement with LB Warren, LLC and Brohn Homes for property located along the proposed Corridor I2 (R022886).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:10 AM
Form Started By: Charlie Crossfield		Started On: 05/01/2024 03:17 PM
Final Approval Date: 05/02/2024		

TEMPORARY RIGHT OF ENTRY AGREEMENT

Owner: LB Warren, LLC
1011 Cypress Creek Rd
Suite 203
Cedar Park, Texas 78613-4468

Property: Limited to the portion of the I2 Corridor that is proposed to run through that certain 232.441-acre tract of land, more or less, located within Williamson Count, Texas being more particularly described by the metes and bounds on Exhibit "A" attached hereto (the "Property")

Project: Williamson County I2 Corridor – Parcel R022886

Owner grants a temporary right of entry upon the Property to County (defined below), its agents and contractors, upon the following terms and conditions:

1. The undersigned acknowledges that Williamson County ("**County**") is conducting studies for the construction of a future I2 classified roadway in the County. County, its employees, agents and contractors, may enter upon the Property from and after the date of full execution of this document for a period not to exceed six (6) months for the purposes of boundary (ground) and topographic surveying, appraisal services, geotechnical testing, subsurface investigations, mechanical excavation for cemetery location investigation, and utility location/design assessment. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of this temporary right of entry. County shall not have the right to enter the Property for any other purpose other than the purposes described herein.

2. County agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by County, its employees, agents, or contractors.

3. County, its employees, agents and contractors agree to access the Property through existing gates by pedestrian or rubber-tire equipment only. No steel or rubber track equipment will be used in connection with the activities performed upon the Property.

4. County agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property during the survey and related activities authorized by this Temporary Right of Entry Agreement, County will promptly remediate any damage.

5. All tools, equipment and other personal property taken upon or placed upon the Property by County, its employees, agents and contractors for survey, testing or site investigation purposes shall remain the property of County, its employees, agents and contractors. Said tools, equipment and personal property may be removed by County, its employees, agents and contractors at any time within a reasonable period after completing the activities set forth in this Right of Entry Agreement.

6. In connection with the tasks described herein minor brush cutting and tree trimming may be necessary. County and its agents will make every effort possible to keep this to a minimum. Any subsurface investigation or digging shall avoid damage to adjacent trees. Any trimmed brush or branches shall be removed from the Property by County upon completion of the work described herein..

7. County shall give a minimum of 48-hours advance notice to the Owner (at the most current contact information available for the Owner as provided by the Owner) that the County, its employees, agents and contractors will be entering the property for the purposes set forth above. Owner and its representatives may be contacted at vnagi@eai-re.com, sreddy@eai-re.com and tgatewood@eai-re.com.

8. The right of entry is not revocable for the term herein granted.

9. The undersigned certifies that he or she is the owner, or the duly authorized agent of the owner, of the land described above.

10. To the extent allowed by law, County agrees to indemnify the Owner for any damages caused by its employees, agents, consulting engineers, contractors, sub-contractors or other representatives as a result of the activities described herein and performed upon the property; provided Owner promptly notifies the County of any such claim and provides the County with the opportunity to defend against the claim The foregoing indemnity shall not include any amounts payable as a result of the use or possession of the property by Owner or pursuant to settlements that have not been approved in advance by County. The County will cause its employees, agents, consulting engineers, contractors, sub-contractors or other representatives authorized to enter the Property under this Agreement (collectively called the "County") to be responsible for the safety of all the County's employees, agents, consulting engineers, contractors, sub-contractors or other representatives who enter the Property at the direction of the County.

11. County and its contractors will maintain commercially reasonable insurance providing coverage for any damage or injuries during site investigation activities, subsurface investigations, survey activities, appraisal services, utility location/design assessments and any and all other activities conducted by County on the Property, at levels customary in their respective industries and/or as required for standard Williamson County contract terms.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed effective as of the latest date identified below..

The undersigned, acknowledge and agree to the terms and conditions of the above Temporary Right of Entry Agreement.

OWNER:

LB WARREN, LLC,
a Texas limited liability company

By: LBLN LLC,
a Texas limited liability
its manager:

By: _____
Vinod Nagi, Manager

Date:_____

COUNTY:

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date:_____

CONSENT AND ACKNOWLEDGMENT OF BROHN

The undersigned ("Brohn"), acknowledges and consents to the above Temporary Right of Entry Agreement, including the terms and conditions of the Temporary Right of Entry Agreement.

BROHN:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as BROHN HOMES

By:_____
Aaron J. Boenig, Vice President

Date: 4.25.24

CONSENT AND ACKNOWLEDGMENT OF LENDER

The undersigned ("Lender"), as the holder of lien(s) on the Property, acknowledges and consents to the above Temporary Right of Entry Agreement, including the terms and conditions of the Temporary Right of Entry Agreement.

LENDER:

FIRST NATIONAL BANK TEXAS,
a Texas state-chartered bank

By:_____
Jeff Bridges, Market President

Date: 4/23/2024

Commissioners Court - Regular Session **61.**

Meeting Date: 05/07/2024

E. Wilco Highway--Oncor Easement and Right of Way

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Easement and Right of Way agreement with Oncor Electric Delivery Company, LLC on property owned by Williamson County. Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:19 AM
Form Started By: Charlie Crossfield		Started On: 05/01/2024 03:20 PM
Final Approval Date: 05/02/2024		

PT #: 2023-6367
District: KRT/RRK
WO #: 20917034
ER #_____

EASEMENT AND RIGHT OF WAY

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

That **Williamson County, Texas**, a Texas county, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties, only if reasonable access is not available from a public right-of-way, for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee. The following day after the earlier of 1) six months after Grantor notifies Grantee that services are no longer needed, or 2) six months after any improvements necessary for service and related appurtenances are removed, Grantor may submit a request to Grantee through Grantee's normal process to release this easement in its entirety, which said release will not be arbitrarily or unreasonably withheld.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

EXECUTED this _____day of _____, 2024.

[signature pages follow]

GRANTOR:

Williamson County, Texas

By:_____
County Judge Bill Gravell, Jr.

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Judge Bill Gravell, Jr**., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of Williamson County, Texas, as the **County Judge** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2024.

_____
Notary Public in and for the State of Texas

ACCPTED AND AGREED BY GRANTEE:

Oncor Electric Delivery Company, LLC, a Delaware limited liability company

By:_____

Name:_____

Title:_____

Address for Notice: Attn: _____

_____

_____

E-mail:_____

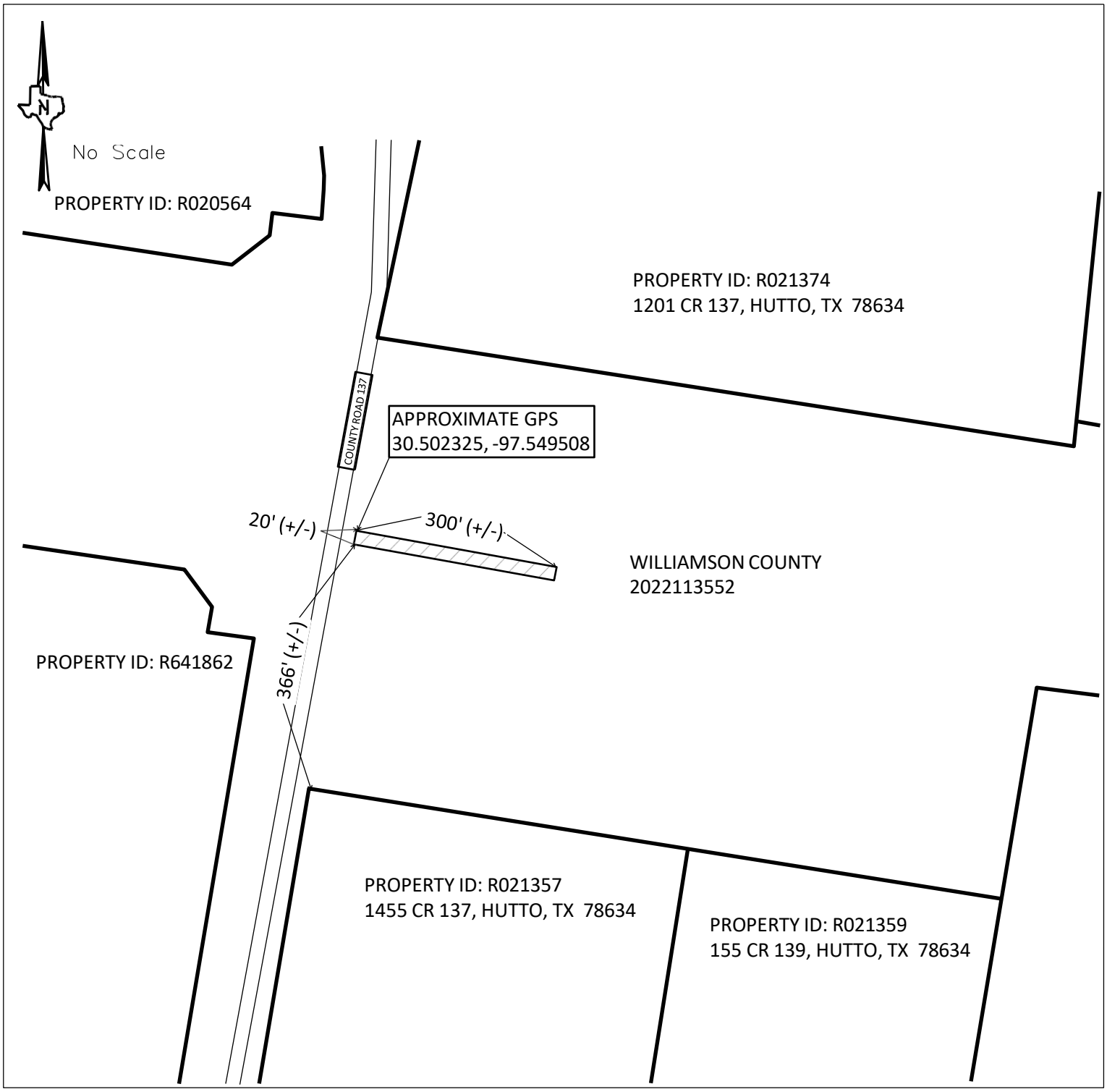
STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of Oncor Electric Delivery Company, as the _____ thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2024.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"



////////////// Denotes an Oncor Electric Delivery Co. LLC Easement

The intent of this "EXHIBIT" is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No statement is made to the validity of these calls.

Grantor	Williamson County
Doc.#	2022113552
County	Williamson
Survey	M. WILBARGER SEC 15
Abst.	663
District	RRK
WO No.	20917034

Commissioners Court - Regular Session **62.**

Meeting Date: 05/07/2024

Bagdad Rd./CR 279 Possession & Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Kathy Canady, as Independent Executor of the Estate of Elizabeth Ann Rundzierher aka Liz Rundzieher, aka Elizabeth Ann Lancaster, fka Elizabeth Ann Holder (deceased) Eric Stifflemire, Theresa Stifflemire, Edward Wolf and Jennifer Wolf for .7 AC needed as right of way and 0.156 AC needed as an easement on the Bagdad Rd. @ CR 279 project (Parcel 16). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 11:50 AM
Form Started By: Charlie Crossfield		Started On: 05/02/2024 11:35 AM
Final Approval Date: 05/02/2024		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 16
COUNTY OF WILLIAMSON § Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **KATHY CANADY, AS THE INDEPENDENT EXECUTOR OF THE ESTATE OF ELIZABETH ANN RUNDZIEHER, AKA LIZ RUNDZIEHER, AKA ELIZABETH ANN LANCASTER, FKA ELIZABETH ANN HOLDER, DECEASED, ERIC STIFFLEMIRE, THERESA STIFFLEMIRE, EDWARD WOLF, AND JENNIFER WOLF** ((the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bagdad @ CR 279 roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibits "A" and "B" that are made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County, which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE HUNDRED FIFTY THOUSAND TWO HUNDRED EIGHTY-THREE and 00/100 Dollars ($150,283.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement and, delivery of the consideration amount to the title company as set out herein.

   The parties agree that the sum tendered represents 90% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. Grantor disputes the approved value but enters into this Agreement to allow the county to take possession of the property until the just compensation dispute can be resolved by agreement or through use of the eminent domain process.

The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference. Upon written notice from the County, the Grantor will refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which this Agreement is signed by the County (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-165827, issued February 6, 2024, by Texas National Title, Inc. (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above-made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be May 1, 2024.

6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the Effective Date. Payment of any interest may be deferred by the County until the entry of Judgment. Otherwise, prejudgment and post judgment interest, if any, will be as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas, and sulfur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties. Grantor's rights under this Agreement shall run with the Property, and in the event that the Grantor sells, transfers, or conveys the Property to a new owner prior to County completing its acquisition of title to the Property either by negotiation, settlement, or final court judgment, the new owner shall be entitled to any additional amounts owed to Grantor upon such acquisition. Grantor or the new owner shall notify the County of the change in ownership.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. N/A.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:
KATHY CANADY, AS THE EXECUTOR OF THE ESTATE OF ELIZABETH ANN RUNDZIEHER, AKA LIZ RUNDZIEHER, AKA ELIZABETH ANN LANCASTER, FKA ELIZABETH ANN HOLDER, DECEASED

By: Kathy Canady Ind Executor

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on this the 22 day of April, 2024 by Kathy Canady in the capacity and for the purposes and consideration recited herein.

CINDY JARRARD
My Notary ID # 4332350
Expires January 13, 2027

Notary Public, State of Texas
Printed Name: Cindy Jarrard
My Commission Expires: January 13, 2027

GRANTOR:

ERIC STIFFLEMIRE

By: Eric Stifflemire

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 1 day of May, 2024 by Eric Stifflemire in the capacity and for the purposes and consideration recited herein.

Maria Jones
My Commission Expires
10/23/2027
Notary ID125877568

Maria Jones
Notary Public, State of Texas
Printed Name: Maria Jones
My Commission Expires: 10/23/27

GRANTOR:

THERESA STIFFLEMIRE

By: Theresa Stifflemire

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 1 day of May, 2024 by Theresa Stifflemire in the capacity and for the purposes and consideration recited herein.

Maria Jones
My Commission Expires
10/23/2027
Notary ID125877568

Maria Jones
Notary Public, State of Texas
Printed Name: Maria Jones
My Commission Expires: 10/23/27

GRANTOR:

EDWARD WOLF

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 23 day of April, 2024 by Edward Wolf, in the capacity and for the purposes and consideration recited herein.

ELISA DE LOS SANTOS
NOTARY PUBLIC
STATE OF TEXAS
ID # 130893906
My Comm. Expires 11-08-2024

_____
Notary Public, State of Texas
Printed Name: Elisa DelosSantos
My Commission Expires: 11-08-2024

GRANTOR:

JENNIFER WOLF

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 23 day of April, 2024 by Jennifer Wolf, in the capacity and for the purposes and consideration recited herein.

ELISA DE LOS SANTOS
NOTARY PUBLIC
STATE OF TEXAS
ID # 130893906
My Comm. Expires 11-08-2024

_____
Notary Public, State of Texas
Printed Name: Elisa DelosSantos
My Commission Expires: 11-08-2024

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____, 2024 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.700 ACRE (30,506 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.801 ACRE TRACT OF LAND DESCRIBED IN DEED TO ELIZABETH ANN LANCASTER RECORDED IN VOLUME 1405, PAGES 431-433 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.700 ACRE (30,506 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 91.06 feet right of Bagdad Road Baseline Station 277+81.44 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,924.90 E=3,059,798.33), being in the northerly boundary line of said 5.801 acre tract, same being the southerly boundary line of that called 81.69 acre tract described in General Warranty Deed to Edward Wolf and Jennifer Wolf recorded in Document No. 2021036573 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and POINT OF BEGINNING of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in said common boundary line bears N 82°51'35" E, at a distance of 330.08 feet;

1) **THENCE**, departing said southerly boundary line of the 81.69 acre tract, through the interior of said 5.801 acre tract, with said proposed easterly ROW line, S 14°56'08" E, for a distance of 498.11 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.42 feet right of Bagdad Road Baseline Station 272+83.00, in the southerly boundary line of said 5.801 acre tract, same being the northerly boundary line of the remainder of that called 95 acre tract (Third Tract) of land in Administration Deed to Terri Leigh Alexander, a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson recorded in Document No. 2020043297 of the Official Public Records of Williamson County, Texas, described as 92 acre (Second Tract) in Deed recorded in Volume 295, Pages 4-6 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southeasterly corner of said 5.801 acre tract, same being an angle point in the northerly boundary line of said remainder of the 95 acre tract, also being an angle point in the southerly boundary line of said 81.69 acre tract, bears N 71°18'43" E, at a distance of 233.74 feet and N 69°08'52" E, at a distance of 429.03 feet;

2) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said 5.801 acre and said remainder of the 95 acre tracts S 71°18'43" W for a distance of 53.08 feet to an iron rod with plastic cap stamped "3DS" found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 5.801 acre tract, same being the northwesterly corner of said remainder of the 95 acre tract, for the southwesterly corner of the herein described parcel;

3) **THENCE**, departing said remainder of the 95 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said 5.801 acre tract, N 16°37'38" W, for a distance of 511.12 feet to a calculated point, being the northwesterly corner of said 5.801 acre tract, same being the southwesterly corner of said 81.69 acre tract, for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "FOREST-1847" found in said existing easterly ROW line, same being the westerly boundary line of said 81.69 acre tract, bears N 17°14'13" W at a distance of 286.68 feet;

4) **THENCE**, departing said existing easterly ROW line, with the common boundary line of said 5.801 acre tract and said 81.69 acre tract N 82°51'35" E, for a distance of 88.69 feet to the **POINT OF BEGINNING**, containing 0.700 acres (30,506 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 3 NOV 2022

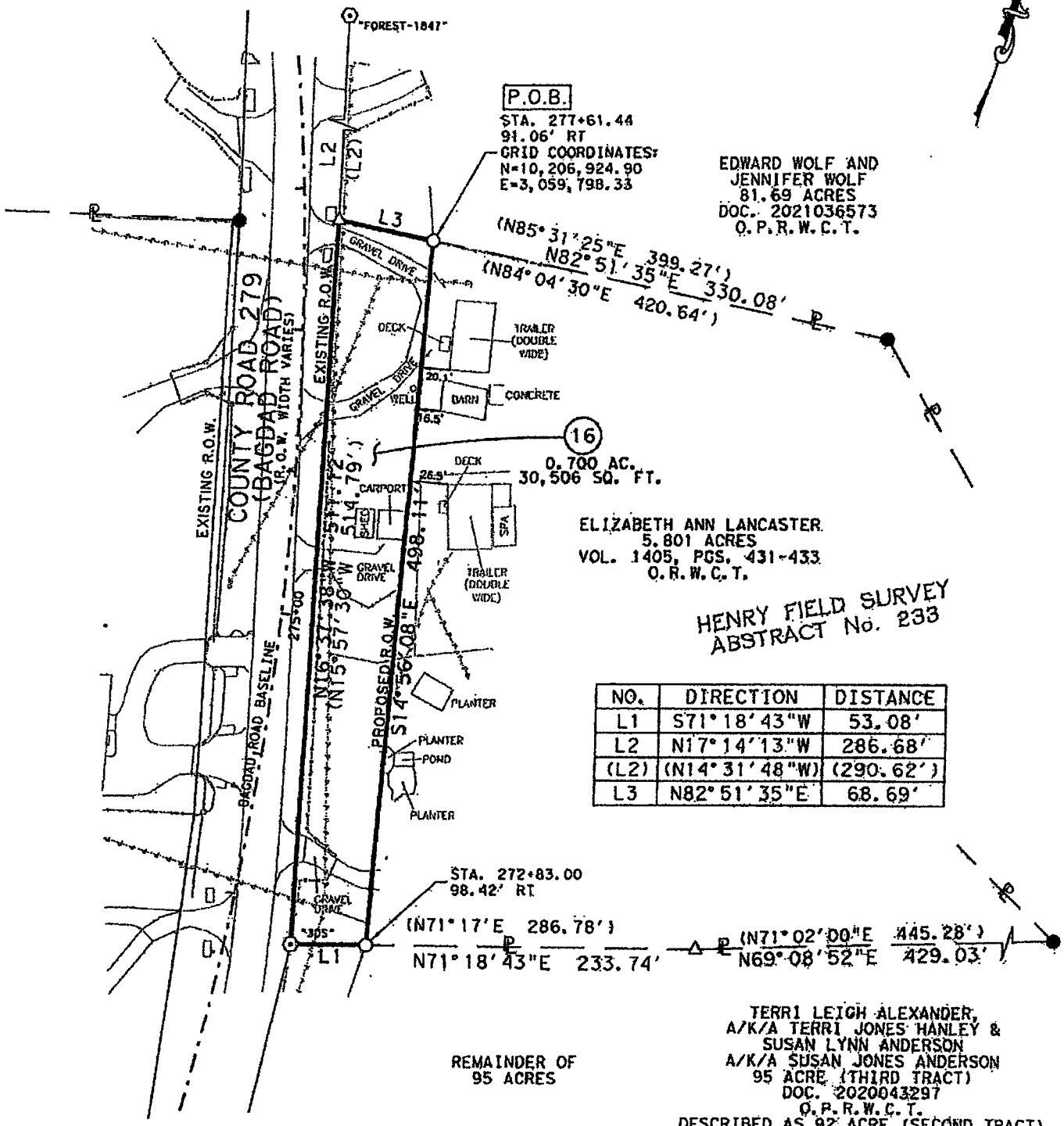
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT " A "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S71°18'43"W	53.08'
L2	N17°14'13"W	286.68'
(L2)	(N14°31'48"W)	(290.62')
L3	N82°51'35"E	68.69'

REV: 11/01/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

ELIZABETH ANN LANCASTER

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 16
0.700 ACRES
30,506 Sq. Ft.

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	½" IRON ROD FOUND W/PLASTIC CAP	⌇	LINE BREAK
⊛	½" IRON PIPE FOUND UNLESS NOTED	N	DENOTES COMMON OWNERSHIP
▲	60/D NAIL FOUND	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165827, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

NOTHING FROM SCHEDULE B TO ADDRESS.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 Nov 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
M. STEPHEN TRUESDALE
4933
REGISTERED PROFESSIONAL
LAND SURVEYOR

REV: 11/01/2022

INLAND GEODETICS
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FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

ELIZABETH ANN LANCASTER

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 16
0.700 ACRES
30,506 Sq. Ft.

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.156 ACRE (6,805 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.801 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ELIZABETH ANN LANCASTER RECORDED IN VOLUME 1405, PAGE 431-433 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.156 ACRE (6,805 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, being an angle point the northerly boundary line of said 5.801 acre tract, same being the southerly boundary line of that called 81.69 acre tract described in General Warranty Deed to Edward Wolf and Jennifer Wolf recorded in Document No. 2021036573 of the Official Public Records of Williamson County, Texas;

THENCE N 82°51'35" E, with the common line of said 5.801 tract and said 81.69 acre tract, for a distance of 297.94 feet, to a calculated point 122.36 feet right of Bagdad Road Baseline Station 277+54.49 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,928.90 E=3,059,830.21), for the northeasterly corner and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 81.69 acre tract, through the interior of said 5.801 acre tract the following five (5) courses:

1) **S 16°30'08" E,** for a distance of **3.68** feet to a calculated angle point;

2) **S 73°29'52" W,** for a distance of **18.84** feet to a calculated angle point;

3) **S 14°53'35" E,** for a distance of **471.66** feet to a calculated angle point;

4) **N 88°50'44" E,** for a distance of **31.93** feet to a calculated angle point;

5) **S 01°09'16" E,** for a distance of **7.76** feet to a calculated point in the southerly boundary line of said 5.801 acre tract, same being the northerly boundary line of the remainder of that called 95 acre tract (Third Tract) of land in Administration Deed to Terri Leigh Alexander, a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson recorded in Document No. 2020043297 of the Official Public Records of Williamson County, Texas, described as 92 acre (Second Tract) in Deed recorded in Volume 295, Pages 4-6 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the southeasterly corner of said 5.801 acre tract, same being an angle point in the northerly boundary line of said remainder of the 95 acre tract, also being an angle point in the southerly boundary line of said 81.69 acre tract bears N 71°18'43" E, at a distance of 191.73 feet and N 69°08'52" E, a distance of 429.03 feet;

6) **THENCE, S 71°18'43" W,** with the common line of said 5.801 acre tract and said remainder of the 95 acre tract, for a distance of **7.44** feet to a calculated angle point;

7) **THENCE, S 88°50'44" W,** departing said remainder of the 95 acre tract, through the interior of said 5.801 acre tract, for a distance of **23.78** feet to a calculated angle point;

8) **THENCE, S 02°32'46" E,** continuing through the interior of said 5.801 acre tract, for a distance of **7.46** feet to a calculated point in the common line of said 5.801 acre tract and said remainder of the 95 acre tract, for an angle point hereof;

9) **THENCE, S 71°18'43" W,** with the common line of said 5.801 acre tract and said remainder of the 95 acre tract, for a distance of **9.82** feet to a 1/2" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.42 feet right of Bagdad Road Baseline Station 272+83.00, in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), for the southwesterly corner of the herein described parcel;

10) **THENCE, N 14°56'08" W,** departing said remainder of the 95 acre tract, through the interior of said 5.801 acre tract, with said proposed ROW line, for a distance of **498.11** feet to a 1/2" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 91.06 feet right of Bagdad Road Baseline Station 277+61.44, in the common line of said 5.801 acre tract and said 81.69 acre tract, for the northwesterly corner of the herein described parcel;

11) **THENCE, N 82°51'35" E,** departing said proposed ROW line, with said common boundary line, **32.14** feet to the **POINT OF BEGINNING**, containing 0.156 acre (6,805 square feet) of land, more or less.

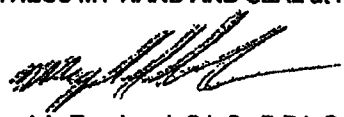
This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances reported hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

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

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.



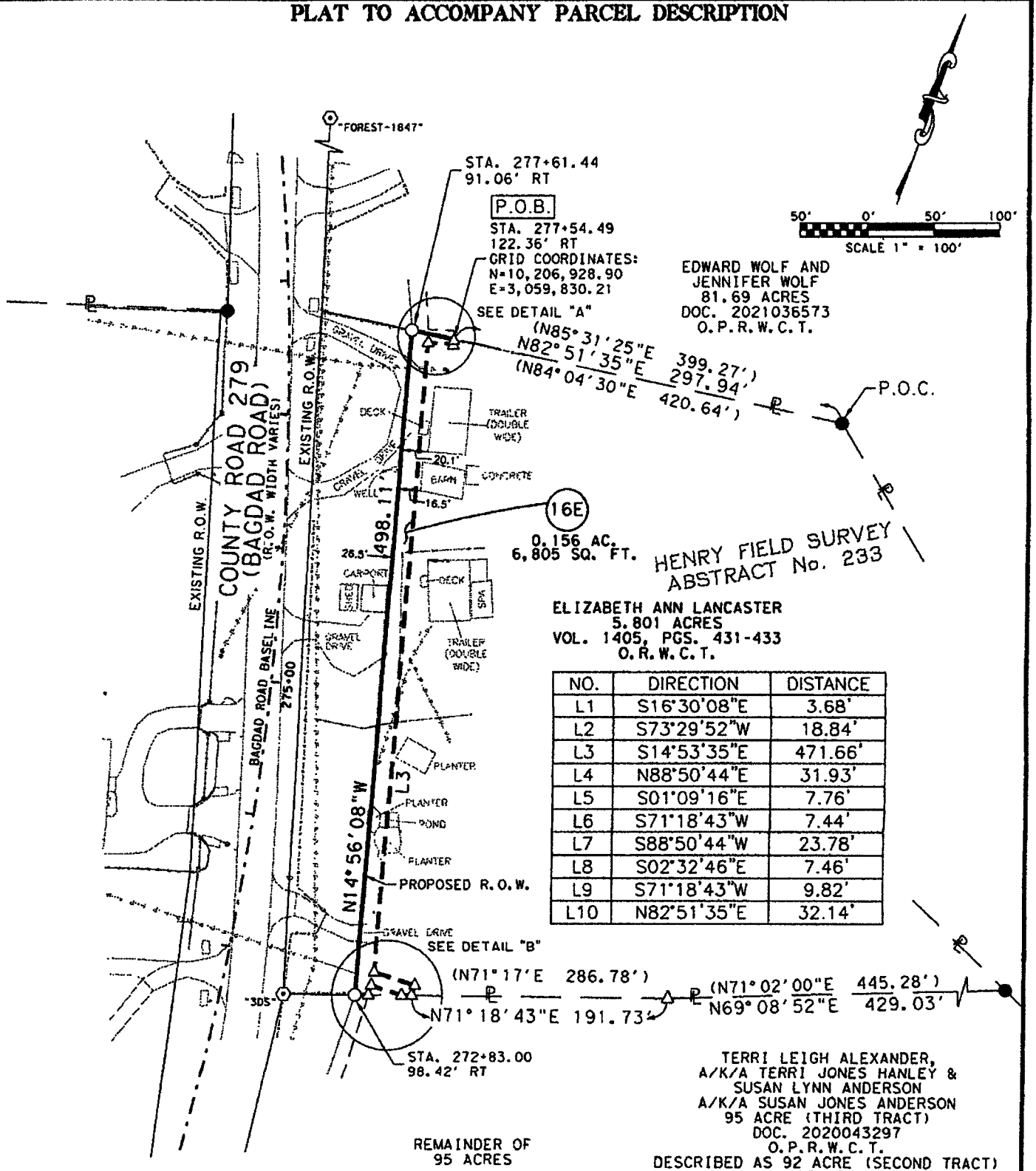


Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
BB-001

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EXHIBIT " B "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S16°30'08"E	3.68'
L2	S73°29'52"W	18.84'
L3	S14°53'35"E	471.66'
L4	N88°50'44"E	31.93'
L5	S01°09'16"E	7.76'
L6	S71°18'43"W	7.44'
L7	S88°50'44"W	23.78'
L8	S02°32'46"E	7.46'
L9	S71°18'43"W	9.82'
L10	N82°51'35"E	32.14'

BB-001

11/28/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

ELIZABETH ANN LANCASTER

PARCEL 16E

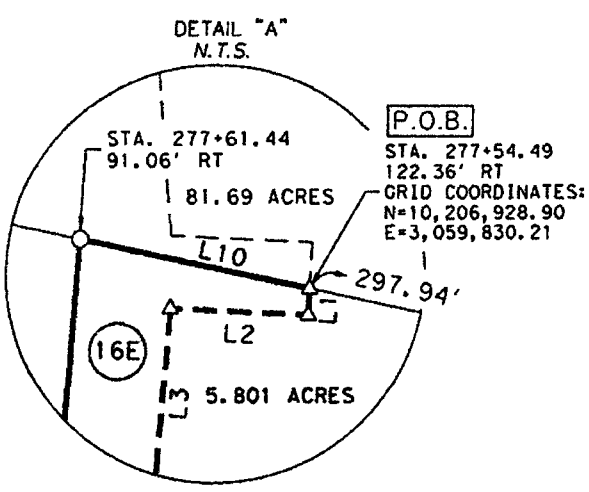
SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

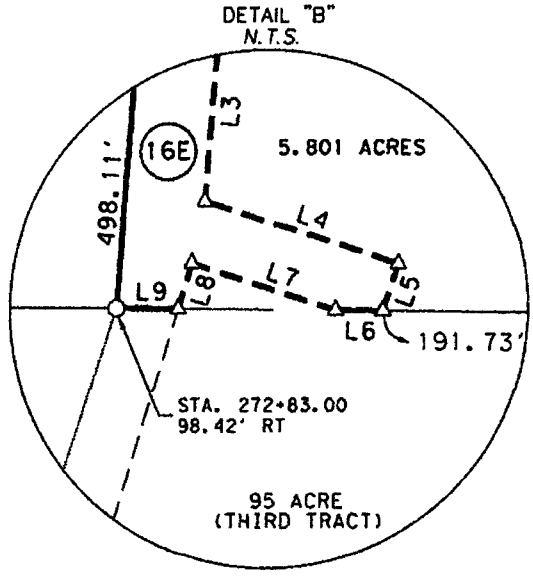
EXHIBIT " B "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND ,UNLESS NOTED	( )	RECORD INFORMATION
⊙	½" IRON ROD FOUND W/PLASTIC CAP	⌇	LINE BREAK
◉	½" IRON PIPE FOUND UNLESS NOTED	⌇	DENOTES COMMON OWNERSHIP
▲	60/D NAIL FOUND	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	P.O.C.	POINT OF COMMENCEMENT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	N.T.S.	NOT TO SCALE
		D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS





1) All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances reported hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165827, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

NOTHING FROM SCHEDULE B TO ADDRESS.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL #103
ROUND ROCK, TEXAS 78681
PHONE 512.238-1200
TBPELS FIRM REG. * 10059100

BB-001

11/28/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

ELIZABETH ANN LANCASTER

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 16E

Commissioners Court - Regular Session **63.**

Meeting Date: 05/07/2024

CR 304 Roadway Closure Order

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 authorizing the County Judge to execute a Roadway Closure Order to vacate, abandon and close a portion of CR 304.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:22 AM
Form Started By: Charlie Crossfield		Started On: 05/01/2024 03:24 PM
Final Approval Date: 05/02/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ROADWAY CLOSURE ORDER

AN ORDER OF WILLIAMSON COUNTY, TEXAS, FINDING THAT PORTIONS OF CR 304 ARE NOT NECESSARY FOR PUBLIC USE AS A THOROUGHFARE; PROVIDING FOR THE VACATION, ABANDONMENT AND CLOSURE OF THE ROADWAYS; AND RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE, AND INTEREST.

WHEREAS, pursuant to Chapter 251.058 of the Texas Transportation Code, the County has the authority to vacate, abandon, and close roadways within the County; and

WHEREAS, within the County there are portions of CR 304 described in more detail in Exhibits A and B, (hereafter referred to as the "Right-of-Way"); and

WHEREAS, the Commissioners Court has determined that the Right-of-Way is not necessary as a public thoroughfare and has no other public use; and

WHEREAS, the Commissioners Court finds that vacating the Right-of-Way would have no adverse effect on adjacent properties; and

WHEREAS, the Commissioners Court has determined that it is in the best interest of the County to vacate, abandon, and close the Right-of-Way; and

NOW THEREFORE, be it ordered by the Commissioners Court of Williamson County, Texas:

1. **Finding of Fact**: That the foregoing recitals are incorporated into this Order by reference as findings of fact as if set forth herein at length.

2. **Right-of-Way Closure**: The Commissioners Court hereby vacates, abandons, and closes the Right-of-Way which is more particularly described in Exhibits A and B.

3. **Abandonment of Rights**: The Commissioners Court hereby abandons any and all public rights, title and interest, if any, to the Right-of-Way.

4. **Title Subject to Existing Utility Rights:** Pursuant to Section 251.058(b)(4) of the Texas Transportation Code, any public utility or common carrier that has the right of eminent domain is using the Right of Way for a right-of-way or easement purpose, title to the property conveyed herein is subject to the applicable right-of-way or easement and the continued use by the public utility or common carrier of utility infrastructure in existence on the date this order is signed.

5. **Land Records**: The Commissioners Court hereby authorizes and instructs a signed and sealed copy of this Order to be recorded in the Official Records of Williamson County, Texas.

6. **Severability**: If any word, article, phrase, paragraph, sentence, clause, or provision of this Order shall be adjusted by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Order which can be given effect without the invalid provision, and to this end the provision of this Order is declared to be severable.

7. **Effective Date**: This Order shall take effect immediately from and after the date of this Order.

8. **Underlying Property Owner**. Pursuant to Section 251.058 of the Texas Transportation Code, Schwertner Farms is the underlying property owner receiving this conveyance for the property described in Exhibit "A" and Vietnamese Dominican Vicarate of St. Vincent Liem is the underlying property owner receiving this conveyance for the property described in Exhibit "B".

9. **Proper Notice & Open Meeting**: It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED & APPROVED, this _____, 2024, by the vote of the Commissioners Court of Williamson County, Texas.

[signature page follows]

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, County Judge

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned notary public, personally appeared Bill Gravell, County Judge for Williamson County, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public, State of Texas

ATTEST:

_____
Nancy Rister, County Clerk

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.2804 ACRE (12,213 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WILLIAM CONNELL SURVEY, ABSTRACT NO. 132 AND THE ROBERT LILE SURVEY, ABSTRACT NO. 391 BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE FORMER ALIGNMENT OF COUNTY ROAD 304 EAST (CR304E) AS OCCUPIED AND MAINTAINED BY WILLIAMSON COUNTY AND LIMITED BY ADJOINING TRACTS, SAID 0.2804 ACRE (12,213 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type I Concrete Monument (Grid Coordinates determined as: N=10,282,025.89, E=3,156,267.53 TxSPC Zone 4203), found being the intersection of the existing easterly Right-of-Way (ROW) line of Interstate Highway 35 (IH-35) (variable width ROW) and the existing southerly ROW line of CR304E, (variable width ROW), same being the northwesterly corner of the remainder of that called 568.38 acre tract of land described in Cash Warranty Deed to Schwertner Farms, Inc. by instrument recorded in Document No. 2015010110 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with plastic cap stamped "RPLS-5784" found being the intersection of said existing easterly ROW line of IH-35 and the existing southerly ROW line of CR305, bears S 20°19'54" W, at a distance of 814.35 feet;

1) **THENCE**, departing said existing southerly ROW line of CR304E, with said existing easterly ROW line of IH-35, **N 43°05'48" E**, for a distance of **67.12** feet to an iron rod with plastic cap stamped "Inland-4933" set in the calculated ROW centerline of CR304E, for the northwesterly corner of the herein described parcel, and from which a TxDOT Type I Concrete Monument found, being the southwesterly corner of that called 27.194 acre tract of land described in Gift Warranty Deed to Vietnamese Dominican Vicariate of St. Vincent Liem by instrument recorded in Document No. 2012005022 of the Official Public Records of Williamson County, Texas, bears N 43°05'48" E, at a distance of 67.12 feet;

THENCE, departing said existing easterly ROW line of IH-35, with said calculated centerline of CR304E, the following two (2) courses:

2) **N 67°12'37" E**, for a distance of **57.61** feet to an iron rod with plastic cap stamped "Inland-4933" set, for an angle point in the northerly boundary line hereof;

3) **N 69°02'06" E**, for a distance of **363.45** feet to an iron rod with plastic cap stamped "Inland-4933" set, for the northeasterly corner of the herein described parcel;

4) **THENCE**, departing said calculated centerline of CR304E, **S 20°47'12" E**, for a distance of **26.41** feet to an iron rod with plastic cap stamped "Inland-4933" set in the northerly boundary line of said remainder of 568.38 acre tract, same being in the existing northerly ROW line of CR305, for the southeasterly corner of the herein described parcel, and from which an iron rod with yellow plastic cap found being in said existing southerly ROW line of CR304E, same being said northerly boundary line of the remainder of 568.38 acre tract bears N 68°51'22" E, at a distance of 1,445.77 feet;

THENCE, departing said existing northerly ROW line of CR305, with said existing southerly ROW line of CR304E, same being said northerly boundary line of the remainder of 568.38 acre tract, the following two (2) courses:

5) **S 68°51'22" W**, for a distance of **366.06** feet, to an iron rod with plastic cap stamped "Forest-1847" found, being an angle point in said existing southerly ROW line of CR304E and said

northerly boundary line of the remainder of 568.38 acre tract, for an angle point in the southerly boundary line hereof;

6) **S 67°13'46" W**, for a distance of **115.31** feet to the **POINT OF BEGINNING,** containing 0.2804 acres (12,213 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 1 MAR 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

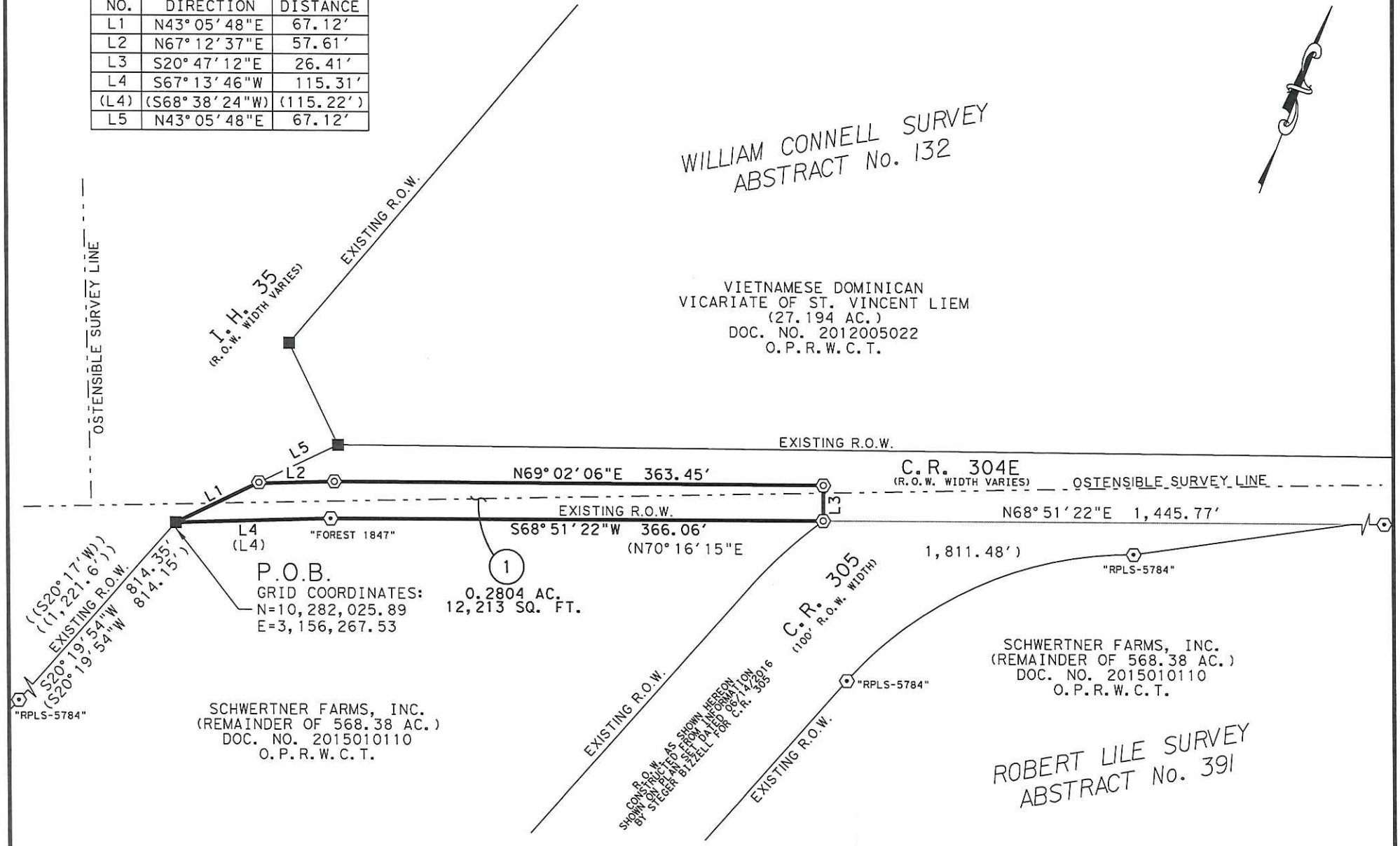
STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

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EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N43°05'48"E	67.12'
L2	N67°12'37"E	57.61'
L3	S20°47'12"E	26.41'
L4	S67°13'46"W	115.31'
(L4)	(S68°38'24"W)	(115.22')
L5	N43°05'48"E	67.12'



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
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ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 1
0.2804 ACRES
12,213 Sq. Ft.

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\SCHWERTNER-FARMS.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	IRON ROD FOUND W/PLASTIC CAP
◎	IRON ROD W/PLASTIC CAP STAMPED "INLAND 4933" SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
~	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUEMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale / MAR 2022

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
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PARCEL PLAT SHOWING PROPERTY OF

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SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 1
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12,213 Sq. Ft.

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\SCHWERTNER-FARMS.dgn

EXHIBIT B

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.2424 ACRE (10,557 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WILLIAM CONNELL SURVEY, ABSTRACT NO. 132 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE FORMER ALIGNMENT OF COUNTY ROAD 304 EAST (CR304E) AS OCCUPIED AND MAINTAINED BY WILLIAMSON COUNTY AND LIMITED BY ADJOINING TRACTS, SAID 0.2424 ACRE (10,557 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type I Concrete Monument (Grid Coordinates determined as: N=10,282,123.89, E=3,156,359.23 TxSPC Zone 4203), found being an angle point in the existing easterly Right-of-Way (ROW) line of Interstate Highway 35 (IH-35) (variable width ROW), same being in the existing northerly ROW line of CR304E, also being the southwesterly corner of that called 27.194 acre tract of land described in Gift Warranty Deed to Vietnamese Dominican Vicariate of St. Vincent Liem by instrument recorded in Document No. 2012005022 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said existing easterly ROW line of IH-35, with said existing northerly ROW line of CR304E, same being the southerly boundary line of said 27.194 acre tract, **N 69°12'48" E**, for a distance of **360.76** feet to an iron rod with plastic cap stamped "Inland-4933" set in said existing northerly ROW line of CR304E, same being said southerly boundary of the 27.194 acre tract, for the northeasterly corner of the herein described parcel, and from which a 1/2" iron rod found being the southwesterly corner of that called 12.00 acre tract of land described in Gift Warranty To Deed With Lifetime Estate to Johnnie Ray Martone by instrument recorded in Document No. 2013073865 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 27.194 acre tract, also being said existing northerly ROW line of CR304E, bears N 69°12'48" E, at a distance of 1,213.42 feet;

2) **THENCE**, departing said existing northerly ROW line of CR304E, same being said southerly boundary line of the 27.194 acre tract, **S 20°47'12" E**, for a distance of **26.41** feet to an iron rod with plastic cap stamped "Inland-4933" set in the calculated ROW centerline of CR304E, for the southeasterly corner of the herein described parcel;

THENCE, with said calculated centerline of CR304E, the following two (2) courses:

3) **S 69°02'06" W**, for a distance of **363.45** feet to an iron rod with plastic cap stamped "Inland-4933" set, for an angle point in the southerly boundary line hereof;

4) **S 67°12'37" W**, for a distance of **57.61** feet to an iron rod with plastic cap stamped "Inland-4933" set, for the southwesterly corner of the herein described parcel, and from which a TxDOT Type I Concrete Monument found being the intersection of said existing easterly ROW line of IH-35 and the existing southerly ROW line of CR304E, same being the northwesterly corner of the remainder of that called 568.38 acre tract of land described in Cash Warranty Deed to Schwertner Farms, Inc. by instrument recorded in Document No. 2015010110 of the Official Public Records of Williamson County, Texas, bears S 43°05'48" W, at a distance of 67.12 feet;

5) **THENCE**, departing said calculated centerline of CR304E, **N 43°05'48" E**, for a distance of **67.12** feet to the **POINT OF BEGINNING**, containing 0.2424 acres (10,557 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 2 MAR 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

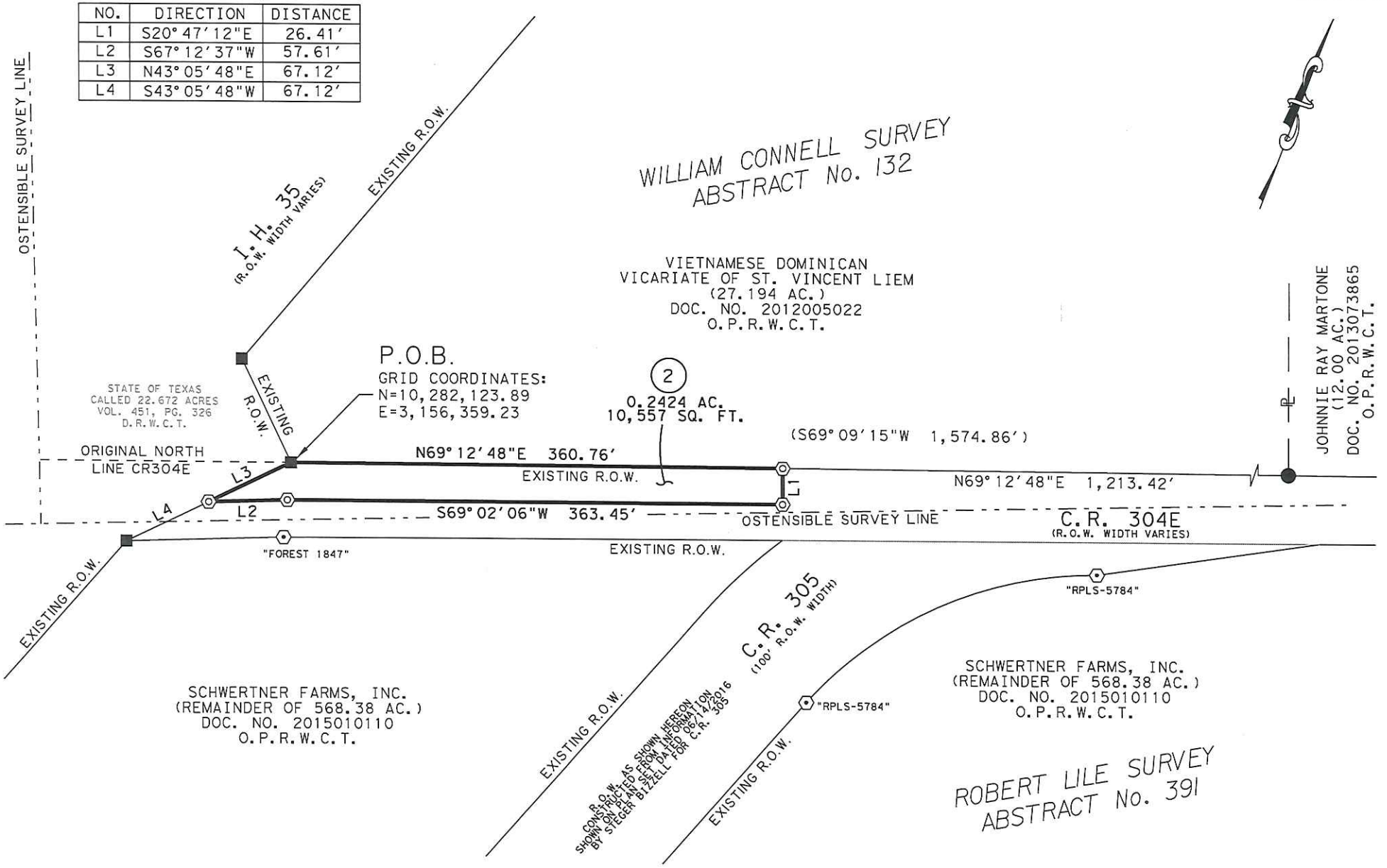


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EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S20°47'12"E	26.41'
L2	S67°12'37"W	57.61'
L3	N43°05'48"E	67.12'
L4	S43°05'48"W	67.12'



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 2
0.2424 ACRES
10,557 Sq. Ft.

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EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	IRON ROD FOUND W/PLASTIC CAP
◎	IRON ROD W/PLASTIC CAP STAMPED "INLAND 4933" SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUEMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 2 MAR 2022

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS LLC
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PARCEL 2
0.2424 ACRES
10,557 Sq. Ft.

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\VIETNAMESE-CHURCH.dgn

Commissioners Court - Regular Session **64.**

Meeting Date: 05/07/2024

Bagdad Rd./CR 279 Property Exchange 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 Property Exchange Agreement with Liberty Chapel A.M.E. Church to exchange excess property owned by Williamson County for the proposed right of way required for the widening of Bagdad Rd. @ CR 279 (Parcel 26). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:18 AM
Form Started By: Charlie Crossfield		Started On: 05/01/2024 03:31 PM
Final Approval Date: 05/02/2024		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

adam@scrrlaw.com

April 23, 2024

Liberty Chapel A.M.E. Church
33 County Road 281
Leander, Texas 78641

RE: Williamson County, Texas — Bagdad Road at County Road 279 Project
Parcel 26 – Property Exchange Agreement

Dear Liberty Chapel AME Church:

Please allow this letter to set out my understanding regarding our Agreement for the exchange of property required from you ("Owner") for widening of Bagdad Road/County Road 279 ("Project") in return for the grant to Owner of excess property owned by Williamson County, Texas ("County") which had previously been acquired from Owner for school purposes, and the granting of certain replacement electric utility easement interests required for the Project.

By execution of this letter, the parties agree as follows:

1. Owner shall deliver the following to County:

    a. Fully executed and duly acknowledged Exchange Deed in the form as set out in Exhibit "A" attached hereto and incorporated herein, free and clear of any monetary liens and encumbrances, with said property being all of that certain 0.134 acre (5,830 sq ft) tract of land to be used for public right-of-way purposes, more particularly described in Exhibit "A-1" to the Exchange Deed (the "Tract One");

    b. Fully executed and acknowledged Electric Utility Easement in the form as set out in Exhibit "B" attached hereto and incorporated herein, free and clear of any monetary liens and encumbrances (the "Easement Property"), with said Easement Property being all of that certain 0.0515 acre (2,245 sq ft) tract of land to be used for replacement electric utility purposes.

2. In exchange for Owner's delivery described in Paragraph 1 above, County shall deliver to Owner an executed and duly acknowledged counterpart of the Exchange Deed in the form as set out in Exhibit "A", conveying marketable title to the 0.835 acre (36,365 sq ft)

tract of land more particularly described in Exhibit "A-2" attached to the Exchange Deed (the "Tract Two" and together with Tract One the "Exchange Property").

Prior to delivery and recording of the Exchange Deed conveying Tract Two to Owner, County shall execute and record an Electric Utility Easement in the form as set out in Exhibit "C" attached hereto and incorporated herein, to encumber Tract Two with such easement interest in order to facilitate adjustment of existing electric distribution facilities as part of the Project.

3. As an obligation which shall survive the Closing of this transaction, County agrees that as part of the proposed Project construction upon the Property it shall cause a replacement driveway to be built between the edge of proposed roadway improvements and the remining property of Seller. The driveway shall otherwise be constructed in the location and substantially according to the specifications as shown on the plan sheets contained in Exhibit "D" attached hereto and incorporated herein. By execution of this Agreement Owner further agrees to allow County, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period reasonably necessary to carry out the obligations of this paragraph.

   As additional compensation for the acquisition and/or replacement of any improvements on Tract One, County agrees to pay Owner the cash amount of THREE THOUSAND THREE HUNDRED and 00/100 Dollars ($3,300), to be delivered to Owner at Closing, or otherwise within fourteen (14) days following full execution of the Exchange Deed.

4. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title, Inc. ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

5. At Closing the Owner and County shall deliver a fully executed and acknowledged counterpart of the Exchange Deed conveying marketable title to the Exchange Property free and clear of any monetary liens and encumbrances, and Owner shall deliver a fully executed Electric Utility Easement document conveying such interest in the Easement Property as described herein.

6. General real estate taxes for the then-current year relating to the portion of the Exchange Property being conveyed to the County in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Owner to fully satisfy. Agricultural roll-back taxes for the Exchange Property, if any, which directly result from the completion of this transaction and conveyance shall be paid by County.

7. Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to each Grantee under the Exchange Deed for the portion of the Exchange Property. County shall be responsible for all typical closing fees and costs associated with this transaction,

except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien release required as a condition of the Closing.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Adam H. Hill
Sheets & Crossfield, PLLC

ACCEPTED AND AGREED:

PEGGY STEPHENS

By: Peggy J. Stephens

Name: Peggy J. Stephens

Date: 24 April 24

FREDDIE M. VAUGHN

By: Freddie M Vaughn

Name: Freddie M Vaughn

Date: 24 april 24

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT A
Form of Exchange Deed

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

EXCHANGE DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, THE TRUSTEES OF A.M.E. CHURCH, whose address is 926 Loop 332, Liberty Hill, Texas 78642 (herein referred to as "*Liberty*") is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A-1"**, attached hereto and incorporated herein by reference (collectively referred to as "Right of Way Tract") and;

WHEREAS, WILLIAMSON COUNTY, TEXAS, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (herein referred to as "*County*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A-2"**, attached hereto and incorporated herein by reference (referred to as the "Surplus School Tract") and;

WHEREAS, for mutually beneficial purposes, and pursuant to the terms of that certain Letter Agreement by and Between Liberty and County effective _____, Liberty and County desire to exchange property, so that County will hereafter own the Right of Way Tract and Liberty will hereafter own the Surplus School Tract;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of the Right of Way Tract for the Surplus School Tract:

(a) Liberty has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY the Right of Way Tract unto County, TO HAVE AND TO HOLD the Right of Way Tract, together with all improvements, rights, and appurtenances thereto unto County and its successors and assigns, forever; and Liberty does hereby bind itself and its successors and assigns to warrant and forever defend the Right of Way Tract unto County, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Liberty, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect the Right of Way Tract, and the liens securing payment of ad valorem taxes for the current and all subsequent years; and

(b) County has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY the Surplus School Tract unto Liberty, TO HAVE AND TO HOLD the Surplus School Tract, together with all improvements, rights, and appurtenances thereto unto County and its successors and assigns, forever; and County does hereby bind itself and its successors, and assigns to warrant and forever defend the Surplus School Tract unto Liberty, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under County, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect the Surplus School Tract, and the liens securing payment of ad valorem taxes for the current and all subsequent years.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to the Right of Way Tract and the Surplus School Tract not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

As a material part of the Consideration for this Exchange Deed, Liberty and County agree that each is taking the property conveyed herein "AS IS" with any and all latent and patent defects and that there is no warranty by either party that any Tract conveyed herein has a particular financial value or is fit for a particular purpose. Liberty and County acknowledge and stipulate that the parties are not relying on any representation, statement, or other assertion with respect to the condition of the Right of Way Tract and/or the Surplus School Tract, but is relying on its own examination of the property conveyed herein. Liberty and County take the respective Property described herein with the understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of the date signed by the final party.

(Signatures on following pages)

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

Liberty:

THE TRUSTEES OF A.M.E. CHURCH

By: _____

By: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024, by _____ in the capacity and for the purposes and consideration recited herein.

_____
Notary Public Signature

(seal)

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

County:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2024, by County Judge Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

_____
Notary Public Signature

(seal)

County: Williamson
Parcel : 26 – Liberty Chapel A.M.E. Church
Highway: Bagdad Rd (CR 279)

EXHIBIT A-1
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.134 ACRE (5,830 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 5.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LIBERTY CHAPEL A.M.E. CHURCH RECORDED IN VOLUME 95, PAGE 230 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.134 ACRE (5,830 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 102.83 feet left of Bagdad Road Baseline Station 232+29.86 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,202,378.70 E=3,060,025.85), being the northerly boundary line of said remainder of the 5.00 acre tract, same being the southerly boundary line of Lot 1A, Block B of Silver Creek Ranch Phase 1, a subdivision recorded in Cabinet P, Slides 201-203 of the Plat Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of the remainder of said 5.00 acre tract, same being the southwesterly corner of said Lot 1A bears S 69°00'28 W at a distance of 752.98 feet;

1) **THENCE,** departing said proposed ROW line, with the common boundary line of said remainder of the 5.00 acre tract, and said Lot 1A, **N 69°00'28" E** for a distance of **9.82** feet to a 1/2" iron rod found in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southeasterly corner of said Lot 1A;

2) **THENCE,** departing said Lot 1A, continuing with said existing westerly ROW line, same being the northerly boundary line of said remainder of the 5.00 acre tract, **N 69°00'28" E** for a distance of **20.65** feet to a calculated point, being the northeasterly corner of the remainder of said 5.00 acre tract, for the northeasterly corner of the herein described parcel;

3) **THENCE,** continuing with said existing ROW line, same being the easterly boundary line of said remainder of the 5.00 acre tract, **S 12°34'05" E,** for a distance of **179.90** feet to a calculated point, for the southeasterly corner of the herein described parcel, same being the northeasterly corner of that called 1.00 acre tract described in Deed to D. S. Chessher, County Judge, recorded in Volume 63 Page 537 of the Deed Records of Williamson County, Tx., and from which the northeasterly corner of that called 0.05 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1997033109 of the Official Records of Williamson County, Texas, same being the southeasterly corner of said 1.00 acre tract bears S 12°34'05" E, at a distance of 105.56 feet;

4) **THENCE,** departing said existing ROW line, with the common line of said remainder of the 5.00 acre tract and said 1.00 acre tract, **S 69°43'30" W** for a distance of **35.07** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 100.04 feet left of Bagdad Road Baseline Station 230+49.68, for the southwesterly corner of the herein described parcel;

5) **THENCE,** departing said 1.00 acre tract, through the interior of said remainder of the 5.00 acre tract, **N 11°05'58" W** for a distance of **180.20** feet to **POINT OF BEGINNING**, containing 0.134 acre (5,830 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 25 Jan 2023
Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

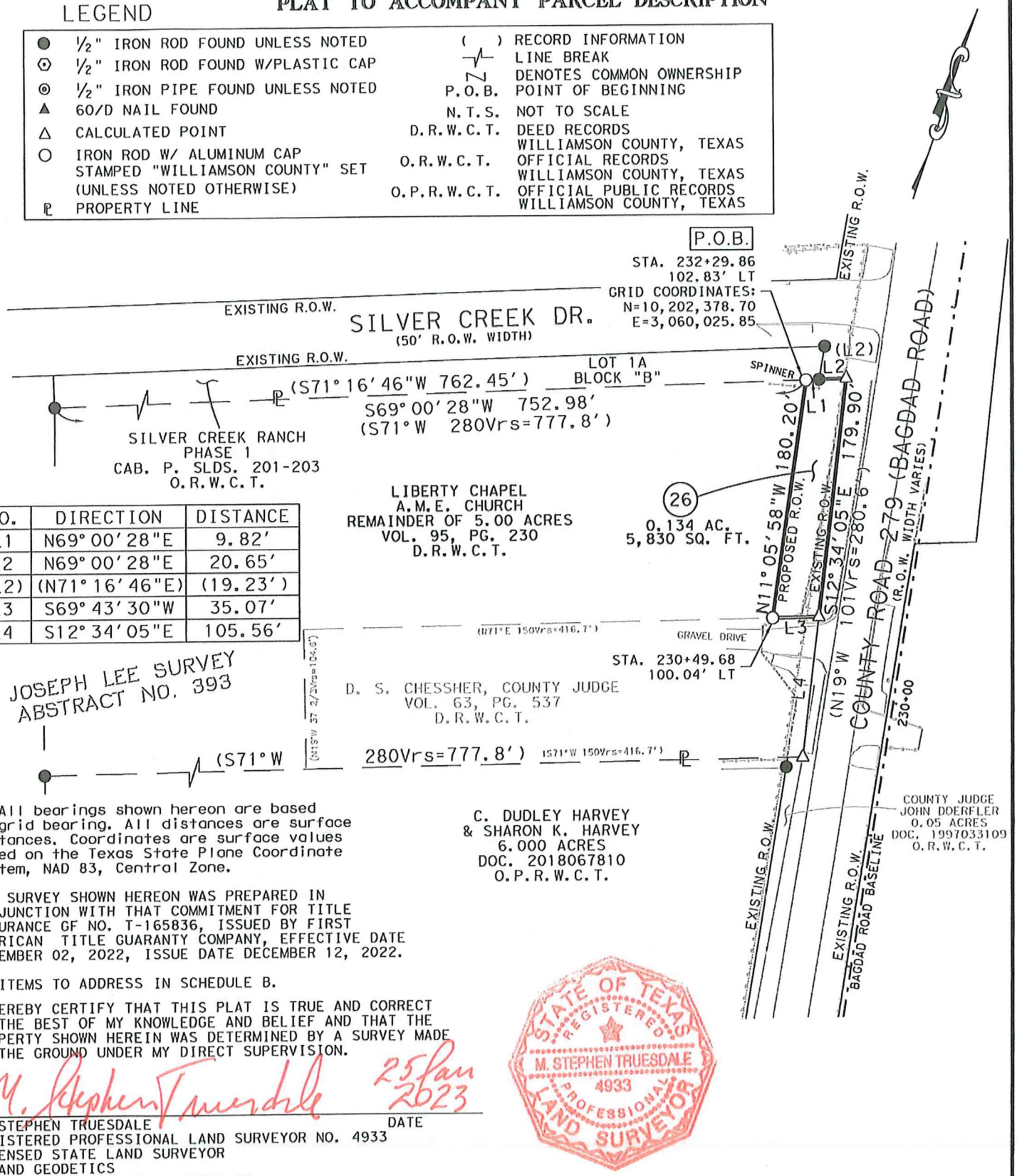
STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A-1

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP	LINE BREAK
◎ ½" IRON PIPE FOUND UNLESS NOTED	DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄ PROPERTY LINE	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



NO.	DIRECTION	DISTANCE
L1	N69°00'28"E	9.82'
L2	N69°00'28"E	20.65'
(L2)	(N71°16'46"E)	(19.23')
L3	S69°43'30"W	35.07'
L4	S12°34'05"E	105.56'

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165836, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 02, 2022, ISSUE DATE DECEMBER 12, 2022.

NO ITEMS TO ADDRESS IN SCHEDULE B.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale — 25 Jan 2023

M. STEPHEN TRUESDALE — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

REV: 01/20/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LIBERTY CHAPEL A.M.E. CHURCH

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 26
0.134 ACRES
5,830 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 26-LIBERTY-CHAPEL-AME-CHURCH\PARCEL 26-LIBERTY-CHAPEL-REV.dgn

County: Williamson
Parcel : 26R-D.S. Chessher, County Judge
Highway: Bagdad Rd (CR 279)

EXHIBIT A-2
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.835 ACRE (36,365 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 1.0 ACRE TRACT OF LAND DESCRIBED IN A DEED TO D.S. CHESSHER, COUNTY JUDGE, RECORDED IN VOLUME 63, PAGE 537, OF THE DEED RECORD OF WILLIAMSON COUNTY, TEXAS, SAID 0.835 ACRE (36,365 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.40 feet left of Bagdad Road Baseline Station 229+43.74, in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,202,097.93 E=3,060,080.93), being in the northerly boundary line of that called 6.000 acre tract of land described in a General Warranty Deed to C. Dudley Harvey and Sharon K. Harvey recorded in Document No. 2018067810, of the Official Public Records of Williamson County, Texas, same line being the southerly boundary line of said 1.0 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, S 69°43'30" W** departing said proposed westerly ROW line, with the common boundary line of said 6.000 acre tract, and said 1.0 acre tract, for a distance of **339.21** feet to a calculated point, for the southwesterly corner of said 1.0 acre tract and of the herein described parcel and from which a 1/2 inch iron rod found, being the southwesterly corner of the remainder of that called 5.00 acre tract of land described in a Deed to Liberty Chapel A.M.E. Church, recorded in Volume 95, Page 230, of the Deed Records of Williamson County Texas, same point being the northwesterly corner of said 6.000 acre tract bears S 69°43'30" W, a distance of 502.51 feet;

THENCE, with the westerly and northerly boundary line of said 1.0 acre tract, the following two (2) courses:

2) **THENCE, N 20°16'30" W** for a distance of **104.60** feet to a calculated point, being the northwesterly corner of herein described parcel;

3) **THENCE, N 69°43'30" E,** for a distance of **356.11** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 100.04 feet left of Bagdad Road Baseline Station 230+49.68 in said proposed westerly ROW line of Bagdad Road, for the northeasterly corner of the herein described parcel;

4) **THENCE, S 11°05'58" E,** through the interior of said 1.0 acre tract, with said proposed westerly ROW line of Bagdad Road, for a distance of **105.96** feet to the **POINT OF BEGINNING**, containing 0.835 acre (36,365 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances reported hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

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

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

08/04/2023

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
BB-001



EXHIBIT "A-2"

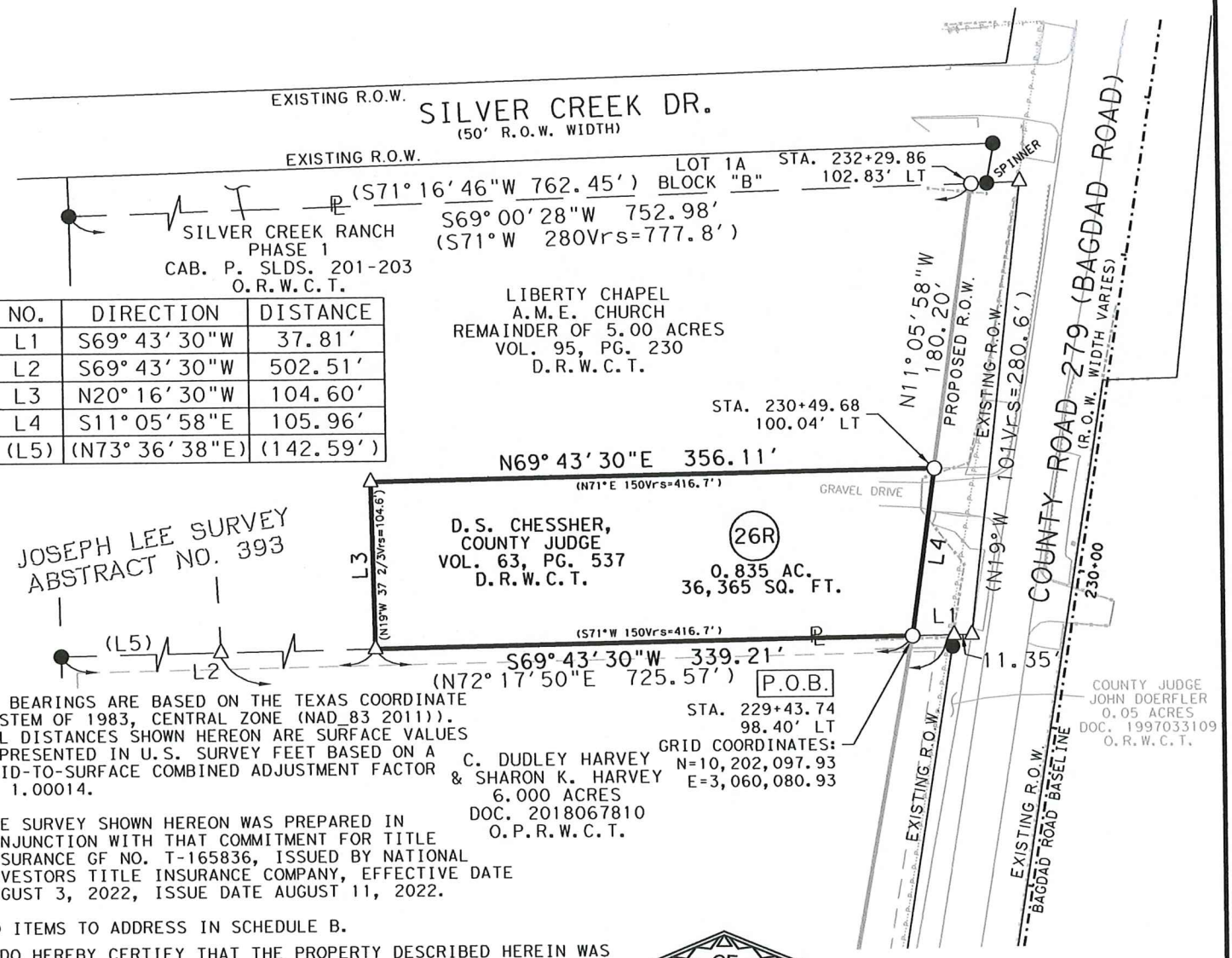
PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	½" IRON ROD FOUND W/PLASTIC CAP	⌐⌐	LINE BREAK
⊙	½" IRON PIPE FOUND UNLESS NOTED	Z	DENOTES COMMON OWNERSHIP
▲	60/D NAIL FOUND	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

50' 0' 50' 100'

SCALE 1" = 100'



NO.	DIRECTION	DISTANCE
L1	S69°43'30"W	37.81'
L2	S69°43'30"W	502.51'
L3	N20°16'30"W	104.60'
L4	S11°05'58"E	105.96'
(L5)	(N73°36'38"E)	(142.59')

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00014.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165836, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 3, 2022, ISSUE DATE AUGUST 11, 2022.

NO ITEMS TO ADDRESS IN SCHEDULE B.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

08/04/2023

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

BB-001

06/14/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

D. S. CHESSHER, COUNTY JUDGE

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 26R
0.835 ACRES
36,365 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 26-LIBERTY-CHAPEL-AME-CHURCH\PARCEL 26R-DS-CHESSHER-COUNTY-JUDGE.dgn

EXHIBIT B
Form of Replacement Electric Easement from Owner

ELECTRIC UTILITY EASEMENT

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

THAT THE TRUSTEES OF A.M.E. CHURCH, hereinafter referred to as "Grantor(s)" (whether one or more), of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as herein described for the purpose of an electric distribution line consisting of a variable number of wires and all necessary or desirable appurtenances (including a riser pole or other poles made of wood or other materials, guys and anchors), and/or a variable number of underground cables, and all necessary appurtenances (including conduits, primary cables, secondary conductors, enclosures, ground rods, concrete pads, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightning arrestors overground) through, across, and under the following described lands located in Williamson County, Texas, to wit:

> Being all of that certain 0.0515 acre (2,245 square foot) strip of land out of and part of the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

Together with the right of ingress and egress over Grantor(s) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining and removing said lines, cables and appurtenances, HOWEVER, such right of ingress and egress over adjacent lands shall only be used if no reasonable access from public right of way is otherwise available; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate along the same general direction of said system; the right to remove from said lands all trees or parts thereof, or other obstructions, which may endanger or interfere with the efficiency and maintenance of said system or their appurtenances; and the right to place temporary structures for use in constructing or repairing said system.

Grantor(s) warrants that Grantor(s) is/are the owner(s) of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished by the Cooperative.

Grantor(s), Grantor(s) heirs and legal representatives bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my/our hand(s) this _____ day of _____, 2024.

[signature pages follow]

Grantor(s) Signature(s):

THE TRUSTEES OF A.M.E. CHURCH

By:_____

By:_____

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on _____, 2024.

_____
Notary Public in and for the State of Texas

Please return to:

Pedernales Electric Cooperative
_____
_____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0515 ACRE (2,245 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 5.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LIBERTY CHAPEL A.M.E. CHURCH RECORDED IN VOLUME 95, PAGE 230 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0515 ACRE (2,245 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 102.83 feet left of Bagdad Road Baseline Station 232+29.86 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,202,378.70 E=3,060,025.85), same point being in the southerly boundary line of Lot 1A, Block "B", of Silver Creek Ranch Phase 1, a subdivision recorded in Cabinet P, Slides 201-203 of the Plat Records of Williamson County, Texas, same point being the northerly boundary line of said remainder of the 5.00 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2 inch iron rod found, being the southeasterly corner of said Lot 1A, same point being the existing westerly ROW line of Bagdad Road County Road (C.R.) 279 (variable width ROW) bears N 69°00'28" E for a distance of 9.82 feet;

1) **THENCE, S 11°05'58" E,** with said proposed westerly ROW line, through the interior of said remainder of the 5.00 acre tract, for a distance of **180.20** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 100.04 feet left of Bagdad Road Baseline Station 230+49.68, being the northerly boundary line of that called 1.0 acre tract of land described in a Deed to D.S. Chessher, County Judge recorded in Volume 63, Page 537 of the Deed Records of Williamson County, Texas, same line being the southerly boundary line of the remainder of said 5.00 acre tract, for the southeasterly corner of the herein described parcel;

2) **THENCE, S 69°43'30" W,** departing said proposed ROW line, with the northerly boundary line of said 1.0 acre tract, same line being the southerly boundary line of said remainder of the 5.00 acre tract, for a distance of **14.94** feet to a calculated point for the southwesterly corner of the herein described parcel;

3) **THENCE,** with the proposed westerly easement line, through the interior of said remainder of the 5.00 acre tract, **N 09°39'00" W** for a distance of **180.87** feet to a calculated point, in the southerly boundary line of said Lot 1A, same line being the northerly boundary line of said remainder of the 5.00 acre tract, for the northwesterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the southwesterly corner of said Lot 1A, same being the northwesterly corner of said remainder of the 5.00 acre tract bears S 69°00'28" W for a distance of 742.65 feet;

4) **THENCE,** with the southerly boundary line of said Lot 1A, same line being the northerly boundary line of said remainder of the 5.00 acre tract, **N 69°00'28" E,** a distance of **10.33** feet to the **POINT OF BEGINNING**, containing 0.0515 acre (2,245 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas Coordinate System of 1983, Central Zone, No. 4203, NAD 83 (2011). All distances reported hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

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

I do hereby certify that the property described herein was determined by a survey made on the ground under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. No. 4933 from June 2020 to December 2021.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

02/06/2024

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
BB-001

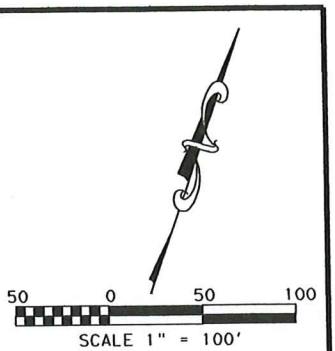


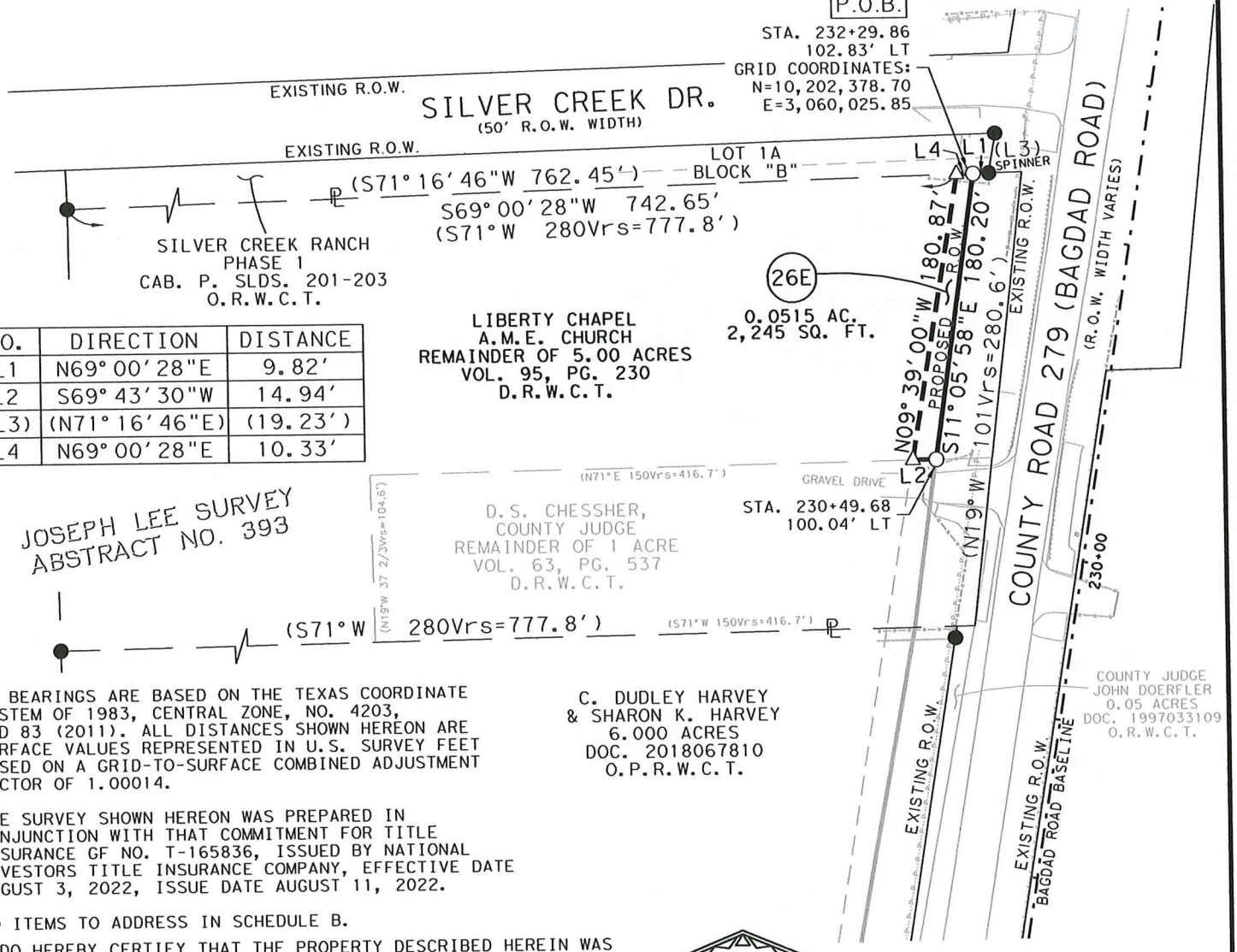
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP	LINE BREAK
◉ ½" IRON PIPE FOUND UNLESS NOTED	DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄ PROPERTY LINE	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS





NO.	DIRECTION	DISTANCE
L1	N69°00'28"E	9.82'
L2	S69°43'30"W	14.94'
(L3)	(N71°16'46"E)	(19.23')
L4	N69°00'28"E	10.33'

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NO. 4203, NAD 83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00014.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165836, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 3, 2022, ISSUE DATE AUGUST 11, 2022.

NO ITEMS TO ADDRESS IN SCHEDULE B.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

02/06/2024
DATE

MIGUEL A. ESCOBAR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

BB-001 02/06/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LIBERTY CHAPEL A.M.E. CHURCH

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 26E

EXHIBIT C
Form of Electric Utility Easement to Encumber Tract Two

ELECTRIC UTILITY EASEMENT

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

THAT WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantor(s)" (whether one or more), of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as herein described for the purpose of an electric distribution line consisting of a variable number of wires and all necessary or desirable appurtenances (including a riser pole or other poles made of wood or other materials, guys and anchors), and/or a variable number of underground cables, and all necessary appurtenances (including conduits, primary cables, secondary conductors, enclosures, ground rods, concrete pads, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightning arrestors overground) through, across, and under the following described lands located in Williamson County, Texas, to wit:

> Being all of that certain 0.0391 acre (1,705 square foot) strip of land out of and part of the Joseph Lee Survey, Abstract 393, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

Together with the right of ingress and egress over Grantor(s) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining and removing said lines, cables and appurtenances, HOWEVER, such right of ingress and egress over adjacent lands shall only be used if no reasonable access from public right of way is otherwise available; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate along the same general direction of said system; the right to remove from said lands all trees or parts thereof, or other obstructions, which may endanger or interfere with the efficiency and maintenance of said system or their appurtenances; and the right to place temporary structures for use in constructing or repairing said system.

Grantor(s) warrants that Grantor(s) is/are the owner(s) of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished by the Cooperative.

Grantor(s), Grantor(s) heirs and legal representatives bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my/our hand(s) this _____ day of _____, 2024.

[signature pages follow]

Grantor(s) Signature(s):

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., Williamson County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on _____, 2024.

_____
Notary Public in and for the State of Texas

Please return to:

Pedernales Electric Cooperative
_____
_____

County: Williamson
Parcel: 26RE-D.S. Chessher, County Judge
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0391 ACRE (1,705 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABS22TRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 1.0 ACRE TRACT OF LAND DESCRIBED IN A DEED TO D.S. CHESSHER, COUNTY JUDGE, RECORDED IN VOLUME 63, PAGE 537, OF THE DEED RECORD OF WILLIAMSON COUNTY, TEXAS, SAID 0.0391 ACRE (1,705 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.40 feet left of Bagdad Road Baseline Station 229+43.74, in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,202,097.93 E=3,060,080.93), in the northerly boundary line of that called 6.000 acre tract of land described in a General Warranty Deed to C. Dudley Harvey and Sharon K. Harvey recorded in Document No. 2018067810, of the Official Public Records of Williamson County, Texas, same line being the southerly boundary line of the remainder of said 1.0 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, S 69°43'30" W,** departing said proposed westerly ROW line, with the common boundary line of said 6.000 acre tract, and the remainder of said 1.0 acre tract, for a distance of **17.67** feet to a calculated point, for the southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found, being the southwesterly corner of the remainder of that called 5.00 acre tract of land described in a Deed to Liberty Chapel A.M.E. Church, recorded in Volume 95, Page 230, of the Deed Records of Williamson County Texas, same point being the northwesterly corner of said 6.000 acre tract bears S 69°43'30" W, at a distance of 321.54 feet pass the calculated southwesterly corner of the remainder of said 1.0 acre tract, and continuing for a total distance of 824.05 feet;

2) **THENCE, N 09°39'00" W**, through the interior of the remainder of said 1.0 acre tract, for a distance of **106.42** feet to a calculated point, in the southerly boundary line of the remainder of said 5.00 acre tract, same line being the northerly boundary line of the remainder of said 1.0 acre tract, for the northwesterly corner of herein described parcel;

3) **THENCE, N 69°43'30" E,** with said common boundary line of the remainder of said 5.00 acre tract and the remainder of said 1.0 acre tract, for a distance of **14.94** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 100.04 feet left of

Bagdad Road Baseline Station 230+49.68 in said proposed westerly ROW line of Bagdad Road, for the northeasterly corner of the herein described parcel;

4) **THENCE, S 11°05'58" E,** through the interior of the remainder of said 1.0 acre tract, with said proposed westerly ROW line of Bagdad Road, for a distance of **105.96** feet to the **POINT OF BEGINNING**, containing 0.0391 acre (1,705 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas Coordinate System of 1983, Central Zone, No. 4203, NAD 83 (2011). All distances reported hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

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

I do hereby certify that the property described herein was determined by a survey made on the ground under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. No. 4933 from June 2020 to December 2021.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

02-07-2024

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100



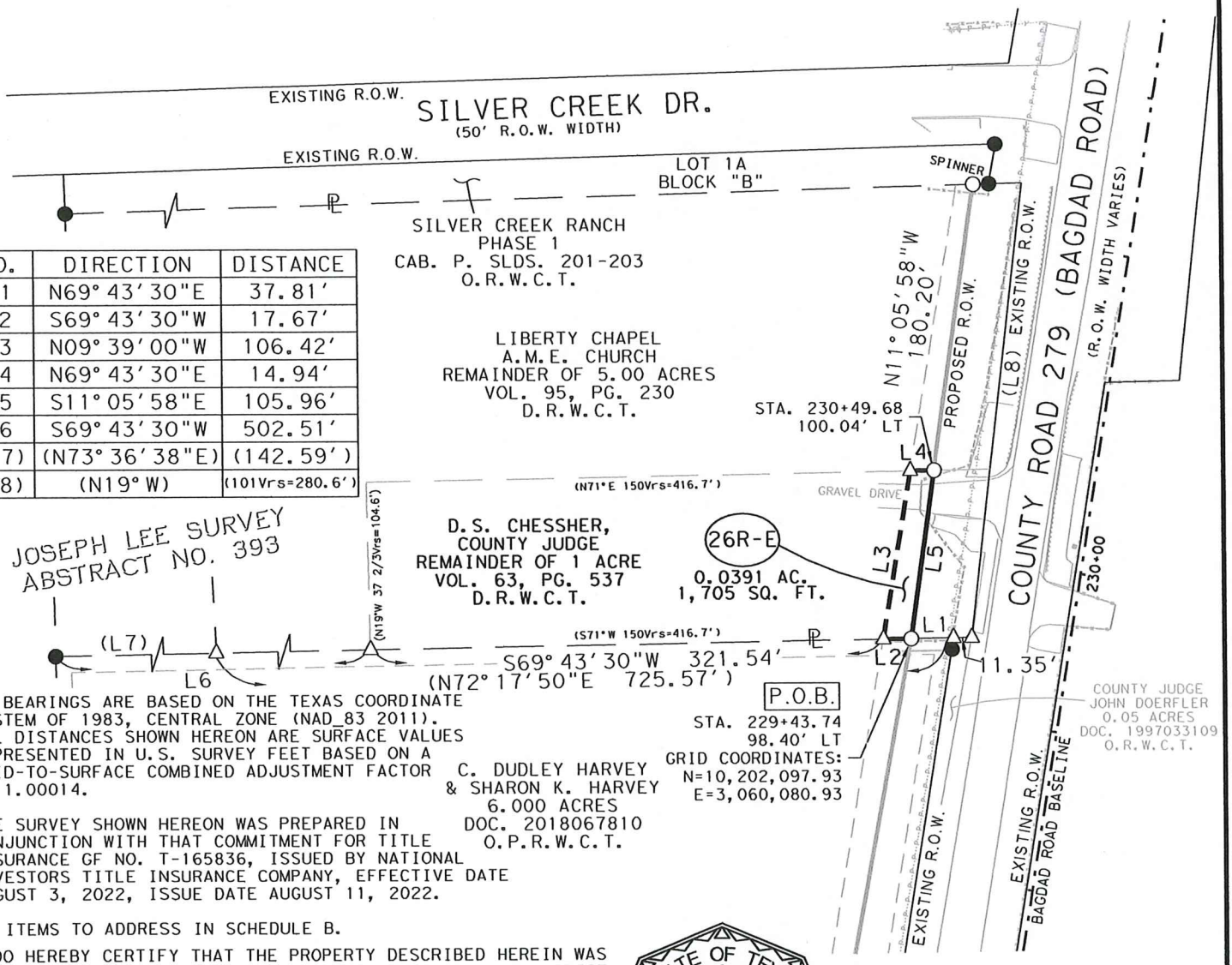
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP	LINE BREAK
⊙ ½" IRON PIPE FOUND UNLESS NOTED	N DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄ PROPERTY LINE	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

50' 0' 50' 100'
SCALE 1" = 100'



NO.	DIRECTION	DISTANCE
L1	N69° 43' 30"E	37.81'
L2	S69° 43' 30"W	17.67'
L3	N09° 39' 00"W	106.42'
L4	N69° 43' 30"E	14.94'
L5	S11° 05' 58"E	105.96'
L6	S69° 43' 30"W	502.51'
(L7)	(N73° 36' 38"E)	(142.59')
(L8)	(N19° W)	(101Vrs=280.6')

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00014.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165836, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 3, 2022, ISSUE DATE AUGUST 11, 2022.

NO ITEMS TO ADDRESS IN SCHEDULE B.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

02-07-2024

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

BB-001

02/07/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

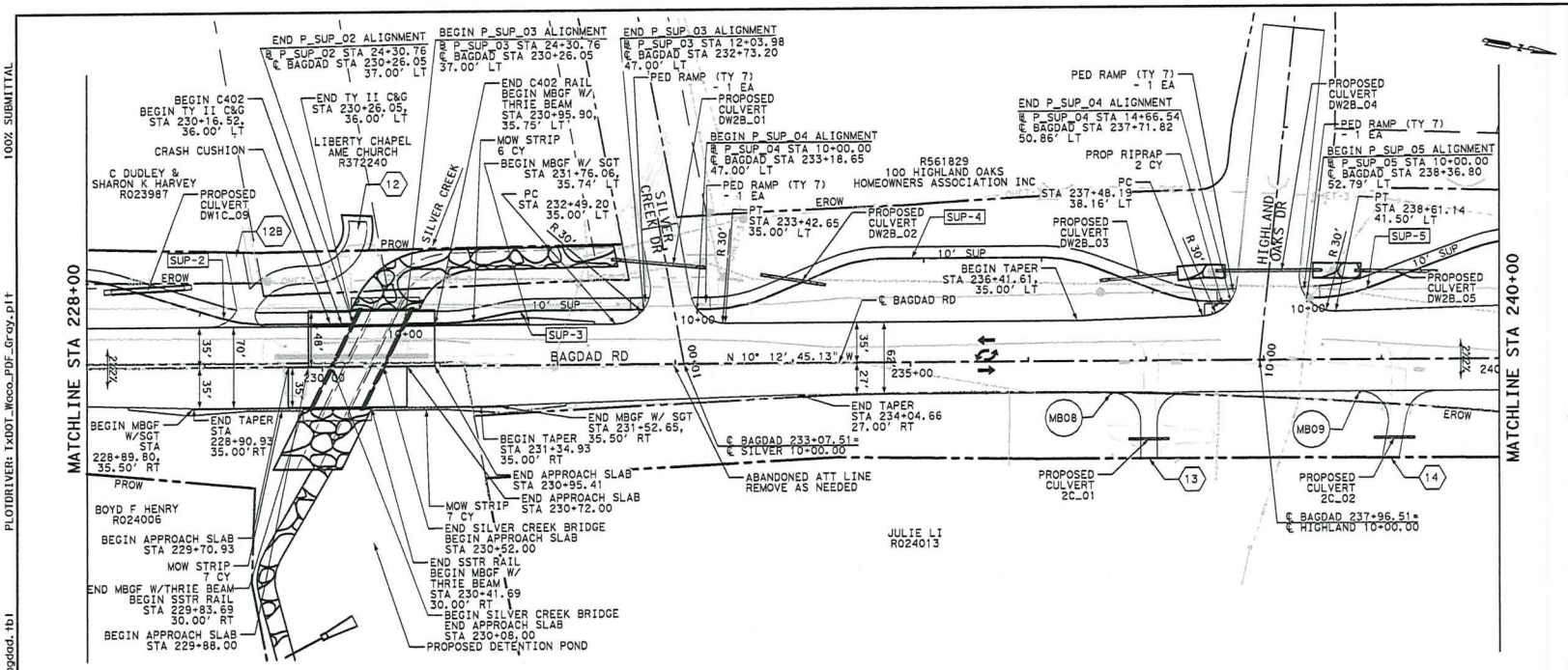
D. S. CHESSHER, COUNTY JUDGE

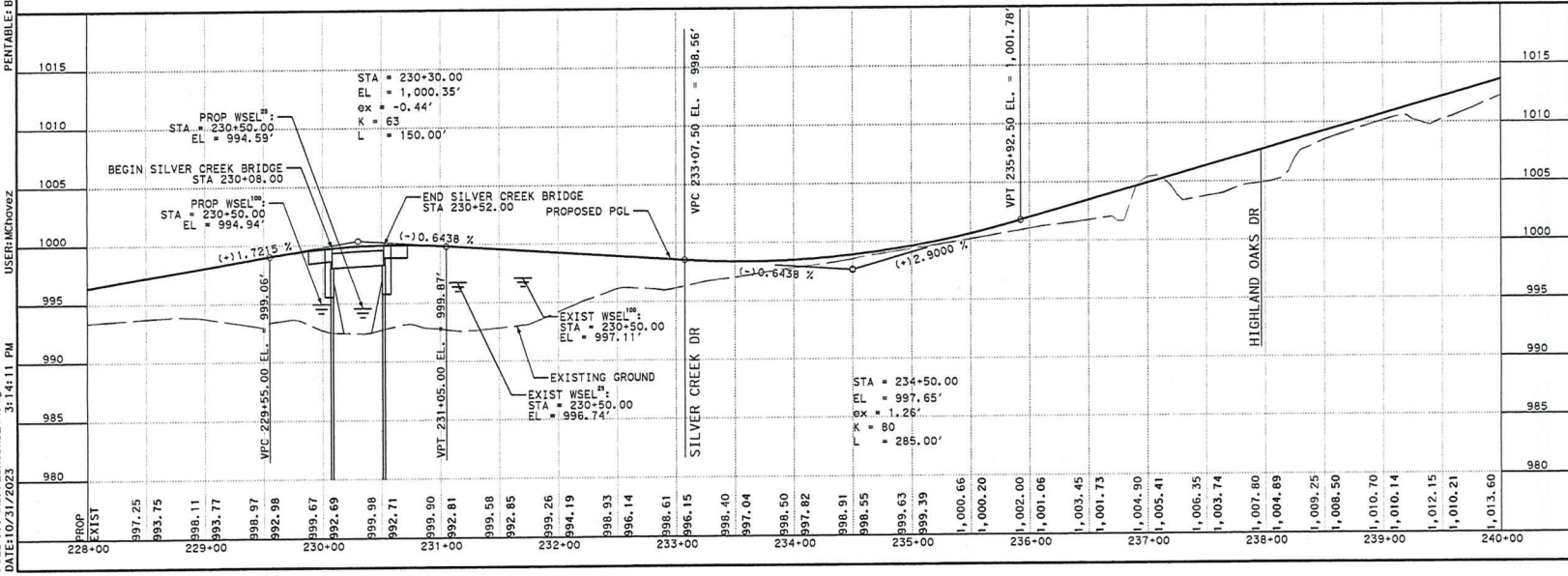
PARCEL 26RE

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 26-LIBERTY-CHAPEL-AME-CHURCH\PARCEL 26RE-DS-CHESSHER-COUNTY-JUDGE.dgn

EXHIBIT D
Replacement Driveway Construction Plan Sheets





NO.	DATE	REVISION	APPROVED

HORZ 0' 25' 50' 100'
VERT 0' 5' 10'

LEGEND:

- (XX-X) CURVE ID LABEL
- EXISTING TRAFFIC
- PROPOSED TRAFFIC
- (#) DRIVEWAY ID LABEL
- SUP-# SUP ID LABEL
- (MBXX) MAILBOX TURNOUT ID LABEL
- PROP EASEMENT/ ACCESS AGREEMENT
- PROPOSED RETAINING WALL

NOTES:

1. ALL DIMENSIONS ARE MEASURED TO EDGE OF PAVEMENT OR LIP OF GUTTER WHERE APPLICABLE.
2. ALL STATIONING BASED ON ℄ BAGDAD UNLESS OTHERWISE NOTED.
3. SEE P&P SHEETS FOR SHARED USE PATH POINT DATA.
4. SEE HORIZONTAL ALIGNMENT DATA SHEET FOR CROSS STREET HORIZONTAL ALIGNMENT DATA.
5. SEE PROPOSED POND SHEETS FOR PROPOSED POND INFORMATION

STATE OF TEXAS
RYAN H. HINSON
135528
LICENSED
PROFESSIONAL ENGINEER
10/31/2023

WILLIAMSON COUNTY TEXAS

Binkley & Barfield
DCCM

Binkley & Barfield, Inc.
TBPE# F-687
7401 Double Creek Dr. Ste 200
Round Rock, TX 78664
512.212.2636
BinkleyBarfield.com

BAGDAD ROAD (CR 279)
PLAN AND PROFILE
BAGDAD RD
STA 228+00 TO STA 240+00

SHEET 4 OF 10

FED.RD. DIV.NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	98
CONT.	SECT.	JOB	

100% SUBMITTAL

PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt

PENTABLE: Bagdad.tbl

USER: MChavez

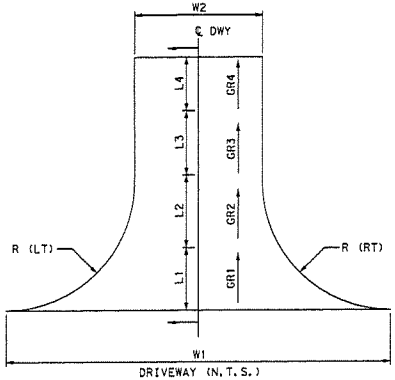
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NO.	DATE	REVISION	APPROVED

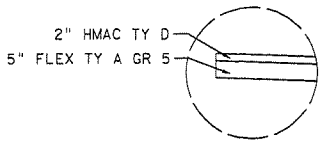
DRIVEWAY DETAILS

DRIVEWAY NUMBER	P&P SHEET NO.	STATION @ EOP	DRIVEWAY TYPE	PVMNT.	PROP WIDTH @ ROADWAY (W1)	PROP WIDTH @ DRIVEWAY END (W2)	DRIVEWAY AREA	PROP RADIUS (LT)	PROP RADIUS (RT)	SKEW (DEGREES)	OVERALL LENGTH (L)	LENGTH (L1)	LENGTH (L2)	LENGTH (L3)	LENGTH (L4)	GRADE (G1)	GRADE (G2)	GRADE (G3)	GRADE (G4)	EOP ELEV	C1 ELEV(VPI 1)	C2 ELEV (VPI 2)	C3 ELEV(VPI 3)	TIE-IN ELEVATION	EOP GRADE	TIE-IN GRADE
					(FT)	(FT)	(SF)	(FT)	(FT)	(°)	(FT)	(FT)	(FT)	(FT)	(FT)	(%)	(%)	(%)	(%)	(FT)	(FT)	(FT)	(FT)	(FT)	(%)	(%)
1	1 OF 10	198+43.38	RESIDENTIAL	ASPH.	59.43	14.00	915.68	25.00	20.00	78.4	48.22	3.32	43.24	1.66		-1.50	10.00	15.00		1015.08	1015.07	1019.39		1019.64	-2.00	4.50
2	2 OF 10	205+75.81	RESIDENTIAL	ASPH.	66.26	14.53	805.45	25.00	25.00	75.0	35.23	10.35	* 10.35	14.52		6.52	* 1.97	-1.55		997.31	998.00	998.21		997.98	-2.00	-6.14
3	2 OF 10	207+10.68	RESIDENTIAL	ASPH.	65.81	14.00	807.14	25.00	25.00	76.5	35.96	10.28	* 10.28	15.39		5.65	* 1.08	-1.52		994.98	995.60	995.71		995.48	-2.00	-9.68
4	3 OF 10	218+78.31	RESIDENTIAL	ASPH.	51.96	14.00	2298.38	15.00	25.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
5	3 OF 10	220+87.57	RESIDENTIAL	ASPH.	64.02	14.00	1239.15	25.00	25.00	88.60	69.32	51.06	* 10.01	8.25		5.51	* 1.54	0.91		983.44	986.25	986.41		986.48	-2.00	2.98
6	3 OF 10	222+29.06	RESIDENTIAL	CONC.	64.00	14.00	1200.86	25.00	25.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
7	3 OF 10	222+65.59	RESIDENTIAL	ASPH.	58.71	14.00	1082.75	15.00	25.00		63.54	12.00	51.54			-2.00	-2.52			986.73	986.49			985.19	-2.00	-0.47
7B	3 OF 10	224+56.84	COMMERCIAL	ASPH.	44.00	14.00	934.34	15.00	15.00		59.87	8.00	51.87			-2.00	-5.52			998.16	989.78			986.92	-2.00	-1.80
7C	3 OF 10	227+59.95	RESIDENTIAL	CONC.	44.00	14.00	866.80	15.00	15.00		55.00	3.88	51.12			-2.00	-8.70			995.08	995.00			990.55	-2.00	-0.59
8	3 OF 10	223+71.23	COMMERCIAL	ASPH.	62.88	14.00	1282.87	25.00	25.00	78.7	70.75	55.40	* 10.17	4.59	0.59	4.00	* 0.83	10.00	10.00	988.31	990.53	990.61	991.07	991.13	-2.00	4.97
9	3 OF 10	224+28.18	COMMERCIAL	CONC.	63.67	16.00	1461.33	25.00	25.00	87.6	74.51	52.90	* 10.02	6.82	4.77	5.44	* 1.45	10.00	10.00	989.29	992.17	992.31	993.00	993.47	-2.00	4.40
10	3 OF 10	225+93.35	COMMERCIAL	ASPH.	64.70	14.00	1288.03	25.00	25.00	81.6	71.87	48.17	* 10.15	13.55		2.12	* 1.39	-1.89		992.13	993.16	993.30		993.04	-2.00	2.27
11	3 OF 10	227+03.99	COMMERCIAL	CONC.	47.00	18.00	1518.01	25.00	25.00		69.43	43.82	* 10.00	15.61		-0.40	* 1.50	15.61		994.74	993.86	994.01		995.23	-2.00	1.16
12	4 OF 10	229+26.94	COMMERCIAL	ASPH.	49.07	15.00	2350.81	25.00	10.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
12B	4 OF 10	229+34.69	RESIDENTIAL	ASPH.			574.81				41.06	41.06				-5.41					997.67	995.45		995.45		2.92
13	4 OF 10	237+02.42	RESIDENTIAL	ASPH.	64.00	14.00	1061.79	25.00	25.00		56.68	8.00	30.00	18.68		-2.00	2.14	0.89		1004.43	1004.27	1004.91		1005.08	-2.00	-1.69
14	4 OF 10	239+18.37	RESIDENTIAL	ASPH.	65.00	14.20	1099.42	25.00	25.00	80.2	58.05	8.12	30.44	19.49		-2.46	-1.81	-4.12		1010.67	1010.47	1009.92		1009.11	-2.00	-1.82
15	5 OF 10	251+62.27	RESIDENTIAL	CONC.	64.00	14.00	1706.75	25.00	25.00	84.0	100.90	79.38	* 10.00	11.52	3.55	8.23	* 1.50	10.00	15.00	1025.43	1032.037	1032.187	1033.34	1033.87	-2.00	6.70
16	6 OF 10	256+54.63	RESIDENTIAL	ASPH.	64.00	14.02	1125.78	25.00	25.00		61.24	12.00	49.24			-2.02	3.58			1016.53	1016.28			1018.05	-2.00	0.92
17	6 OF 10	259+17.80	RESIDENTIAL	ASPH.	64.36	14.08	1188.04	25.00	25.00		58.15	45.25	* 10.05	2.85	7.13	4.37	* 1.06	10.00	15.00	1009.00	1010.98	1011.09	1011.37	1012.44	-2.00	1.47
18	7 OF 10	268+64.00	COMMERCIAL	ASPH.	90.00	30.00	2222.00	30.00	30.00		61.19	12.00	30.00	19.19		-2.00	0.17	-2.72		1005.45	1005.45	1005.21		1004.73	-2.00	-3.33
18A	7 OF 10	264+74.24	RESIDENTIAL	ASPH.	64.00	14.01	1302.87	25.00	25.00		73.90	12.00	61.90			-2.01	-4.97			1006.29	1006.05			1002.97	-2.00	-1.19
19	7 OF 10	270+86.64	COMMERCIAL	ASPH.	88.80	30.00	2195.54	30.00	30.00		60.76	12.01	48.75			-2.02	-2.09			1003.86	1003.62			1002.60	-2.00	-5.58

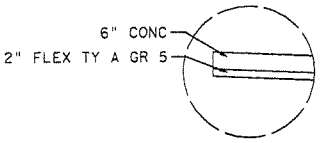
* SUP GRADE AT DRIVEWAY MEET ADA REQUIREMENTS



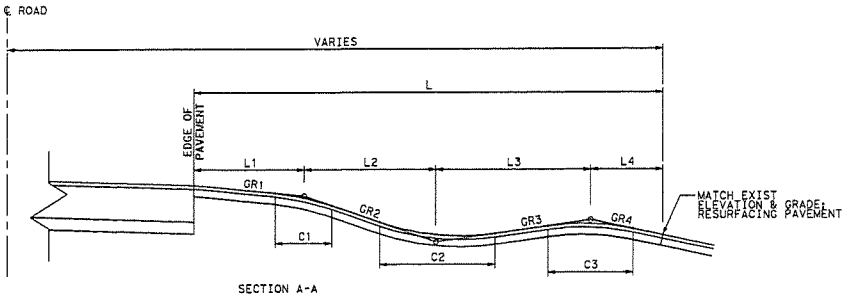
DRIVEWAY (N.T.S.)



DRIVEWAY PVMT STRUCTURE-ASPHALT



DRIVEWAY PVMT STRUCTURE-CONC



SECTION A-A

NOTE:

REFER TO DRAINAGE PLAN AND PROFILE SHEETS FOR DRIVEWAY CULVERT DETAILS.

STATE OF TEXAS
RYAN H. HINSON
135528
LICENSED
PROFESSIONAL ENGINEER
10/31/2023

WILLIAMSON COUNTY

Binkley & Barfield

DCCM

BAGDAD ROAD (CR 279)

DRIVEWAY DETAILS

BAGDAD RD

SCALE = N.T.S.

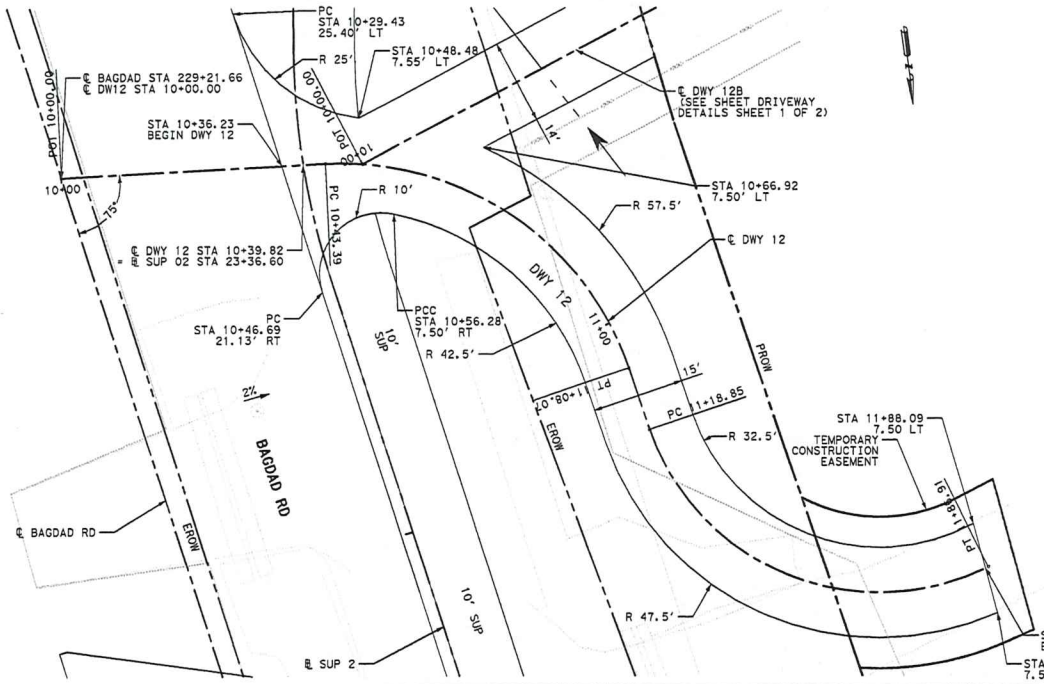
SHEET 1 OF 2

FED.RD. DIV.NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	126
CONT.	SECT.	JOB	

100% SUBMITTAL

PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt PENTABLE: Bagdad.tbl USER: MChavez

FILE: ...\RDDD_DRIVE_DET_01.dgn
DATE: 10/31/2023 3:14:15 PM



Beginning chain BGD_DW12 description

Point 1832 N 10,203,521.94 E 3,060,610.10 Sta 10+00.00

Course from 1832 to PC BGD_DW12_3 N 85° 12' 53.67" W Dist 43.39

Curve Data

Curve BGD_DW12_3					
P.I. Station	10+81.15	N	10,203,528.71	E	3,060,529.23
Delta =	74° 06' 55.74"	(RT)			
Degree =	114° 35' 29.61"				
Tangent =	37.76				
Length =	64.68				
Radius =	50.00				
External =	12.65				
Long Chord =	60.26				
Mid. Ord. =	10.10				
P.C. Station	10+43.39	N	10,203,525.56	E	3,060,566.86
P.T. Station	11+08.07	N	10,203,565.76	E	3,060,521.97
C.C.		N	10,203,575.39	E	3,060,571.03
Back =	N 85° 12' 53.67" W				
Ahead =	N 11° 05' 57.92" W				
Chord Bear =	N 48° 09' 25.80" W				

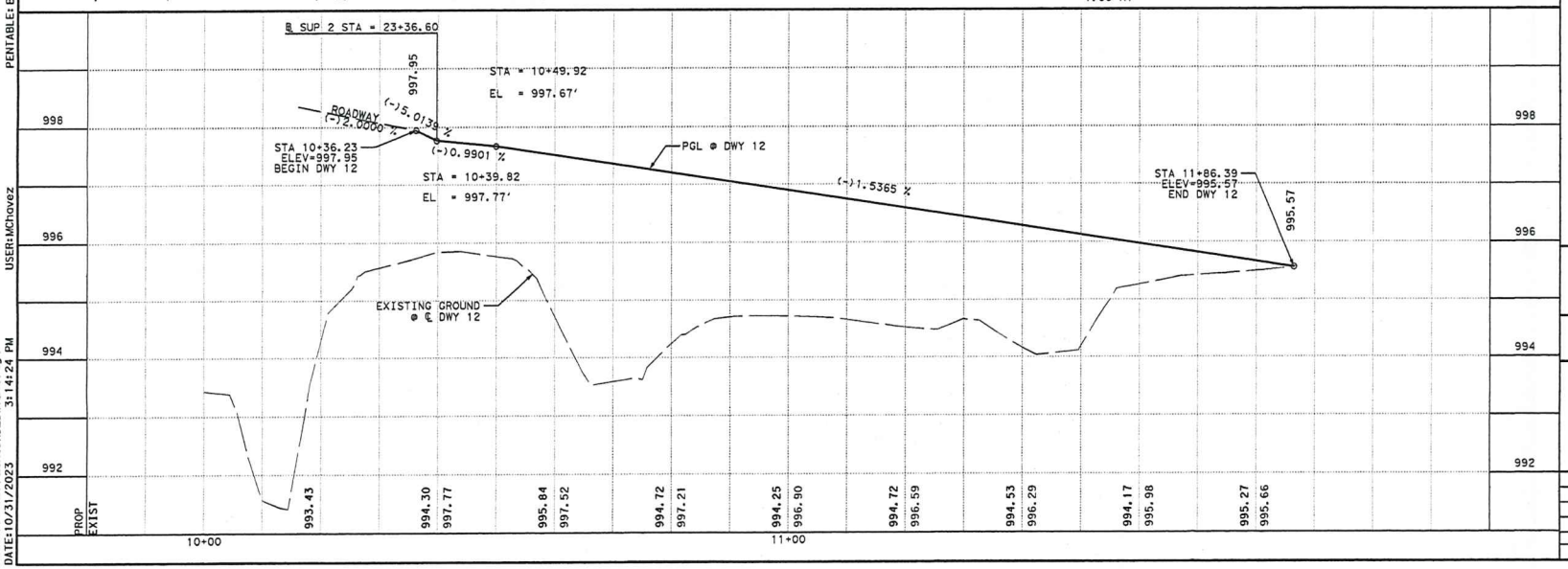
Course from PT BGD_DW12_3 to PC BGD_DW12_6 N 11° 05' 57.92" W Dist 10.78

Curve Data

Curve BGD_DW12_6					
P.I. Station	11+64.45	N	10,203,621.09	E	3,060,511.11
Delta =	97° 29' 29.60"	(LT)			
Degree =	143° 14' 22.02"				
Tangent =	45.60				
Length =	68.06				
Radius =	40.00				
External =	20.66				
Long Chord =	60.14				
Mid. Ord. =	13.62				
P.C. Station	11+18.85	N	10,203,576.34	E	3,060,519.89
P.T. Station	11+86.91	N	10,203,606.55	E	3,060,467.89
C.C.		N	10,203,568.64	E	3,060,480.64
Back =	N 11° 05' 57.92" W				
Ahead =	S 71° 24' 32.48" W				
Chord Bear =	N 59° 50' 42.72" W				

Ending chain BGD_DW12 description

NOTE:
ALL STATIONING IS BASED ON
℄ DWY UNLESS OTHERWISE NOTED.



NO.	DATE	REVISION	APPROVED

HORZ 0' 5' 10' 20'
VERT 0' 1' 2'

STATE OF TEXAS
RYAN H. HINSON
135528
LICENSED
PROFESSIONAL ENGINEER

10/31/2023

WILLIAMSON COUNTY

Binkley & Barfield

DCCM

BAGDAD ROAD (CR 279)
DRIVEWAY
PLAN AND PROFILE
DRIVEWAY 12

SHEET 3 OF 14

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	130
CONT.	SECT.	JOB	

100% SUBMITTAL
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PENTABLE: Bagdad.tbl
USER: MChavez
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DATE: 10/31/2023 3:14:24 PM

Commissioners Court - Regular Session **65.**

Meeting Date: 05/07/2024

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 Skyfall
b) Project Soul Train
c) Project School Bus

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:20 AM
Form Started By: Charlie Crossfield		Started On: 05/01/2024 03:43 PM
Final Approval Date: 05/02/2024		

Commissioners Court - Regular Session **66.**

Meeting Date: 05/07/2024

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2024 09:20 AM
Form Started By: Charlie Crossfield		Started On: 05/01/2024 03:43 PM
Final Approval Date: 05/02/2024		