NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONERS COURT July 16, 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 3-28)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$16,147.50
То	0100.0475.001107	Temp Labor-Seasonal Help	\$15,000.00
То	0100.0475.002010	FICA	\$1,147.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0425.004134	Misd. Court Appts	\$40,000.00
То	0100.0425.004166	Non custodial father/Crt appt.	\$10,000.00
То	0100.0425.004002	Jurors	\$30,000.00

5. Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004100	Professional Services	\$18,450.00
То	0100.0541.004541	Vehicle Maintenance	\$18,000.00
То	0100.0541.003010	Computer Equipment	\$450.00

6. Discuss, consider and take appropriate action on a line item transfer for 911 Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0581.003010	Computer Equipment < \$5000	\$2,500.00
TO:	0100.0581.004231	Travel	\$2,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004100	Professional Services	\$15,000.00
То	0100.0492.004212	Postage	\$15,000.00

8. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace Pct. #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Dept/Contingencies	\$236,000
ТО	0100-0451-004190	JP#1/Autopsies	\$210,000
ТО	0100-0451-004192	JP#1/Transportation Autopsies	\$26,000

9. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0452.004190	Autopsies, Med Inquests	\$15,000.00
То	0100.0452.004192	Transportation/Autopsies	\$15,000.00

10. Discuss, consider and take appropriate action on a line item transfer for Technology Services

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.004211	Telephone	\$3,000.00
То	0100.0503.004231	Travel	\$3,000.00

11. Discuss, consider, and take appropriate action on a line item transfer for Tax/Assessor Collector

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.004208	Internet Cloud Solutions	\$2,465.70
То	0100.0499.004544	Office Equipment Repairs	\$2,465.70

12. 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:	0100.0560.005700	Vehicles > \$5,000	\$85,000.00
FROM:	0100.0560.005740	Computer Equip > \$5,000	\$165,000.00
TO:	0100.0560.004541	Vehicle Repairs & Maint.	\$250,000.00

13. 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:	0100.0560.005740	Computer Equip > \$5,000	\$29,000.00
TO:	0100.0560.003010	Computer Equip < \$5,000	\$29,000.00

14. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	\$300,000.00
То	0100.0509.004510	Facility Maint & Repair	\$300,000.00

15. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200.0210.005200	Right of Way	\$5,000.00
То	0200.0210.004604	Pymts to TIF/TIRZ	\$5,000.00

16. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200.0210.005200	Right of Way	\$3,000.00
То	0200.0210.004543	Repairs to Equipment	\$3,000.00

- **17.** Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
- **18.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, June 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
- **19.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
- 20. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with First United Methodist Church Round Rock for off duty contracting of County Sheriff Deputies to be effective July 16, 2024
- 21. Discuss, consider and take appropriate action on approving #2024232 Service Agreement between Williamson County and Texas Community Supervision Alternatives, LLC for the purchase of outpatient services in the amount of \$15,000.00 and authorizing the execution of the Agreement.
- Discuss, consider and take appropriate action on approving the fourth and final extension period for Lease Property 9769 Hwy 29 W, Georgetown, Texas 78626, Contract #T1199, to Brenda Damer for the term of October 01, 2024 through September 30, 2025.
- Discuss, consider, and take appropriate action on approving the Addendum for Data Projections Inc., General Terms and Conditions, #2024227, for the Expansion of Audio for Magistrate for Facilities Management, in the amount of \$4,038.06, pursuant to Cooperative Purchasing TIPS 230105, and authorize execution of the agreement.
- 24. Discuss, consider, and take appropriate action on approving the Services Contract, #2024229, with Randall T. Austin D/B/A The Drywall Company for the CJC Probation Office Door for Facilities Management, in the amount of \$7,180.00 and authorize execution of the agreement.

- **25.** Discuss, consider, and take appropriate action on approving the Services Contract, #2024233, with Randall T. Austin D/B/A The Drywall Company for the 909 S Austin Avenue, Old Carquest Building, demolition services for Facilities Management, in the amount of \$10,600.00, and authorize execution of the agreement. Off-contract and funds are available.
- 26. Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024230, with Vince Knight d/b/a Knight Restoration for the Texas Avenue Waterproofing for Facilities Management, in the amount of \$40,500.00, pursuant to Cooperative Purchasing TIPS Contract Number #22050101, and authorize execution of the agreement.
- **27.** Discuss, consider and take appropriate action on approval of the replat of Lots 22 & 40 Block F of the Santa Rita Ranch Phase 6 Section 1 subdivision Precinct 2.
- **28.** Discuss, consider and take appropriate action on approval of the final plat for the Retreat at 971 subdivision Precinct 4.

REGULAR AGENDA

- **29.** Discuss, consider and take appropriate action on a review of the county community-wide survey conducted by ETC Institute.
- **30.** Discuss, consider and take appropriate action on canceling Commissioners Court on Tuesday for the following dates: November 12, 2024; December 3, 2024; December 24, 2024; December 31, 2024; January 21, 2025; February 18, 2025; April 22, 2025; May 27, 2025; July 8, 2025 and September 2, 2025.
- **31.** Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional revenue for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$13,915.86

32. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Maintenance	\$13,915.86

33. Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Oracle Enterprise Resource Planning (ERP) Purchasing Requisition and Purchase Order Permissions Policy. Effective upon approval.

- **34.** Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Solicitation Deadline Extension Advertising. Recommended effective date to be 9/1/24.
- **35.** Discuss, consider, and take appropriate action on approving Service Contract #2024234 for Openwork LLC for Payroll Services for Temporary Labor for Elections not to exceed \$49,999.00 and authorize execution of the agreement.
- **36.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Payroll Services for Temporary Labor for Elections Administration, under RFP #24RFP65.
- **37.** Discuss, consider, and take appropriate action on approving Agreement #2024230 between Williamson County and Brycomm for cable replacement for a total amount of \$153,400.00, pursuant to DIR contract #DIR-CPO-4777, and authorize the execution of the agreement.
- 38. Discuss, consider and take appropriate action on approving Agreement #2024228 for the purchase of kitchen equipment for Corrections from Cook's Direct Inc. in the amount of \$125,638.09, pursuant to Sourcewell Contract ID 063022-COK, and authorizing execution of the quote.
- 39. Discuss, consider and take appropriate action on approving Amendment #1 between Williamson County and Johnson Controls Fire Protection LP, by adding a location to the original contract previously approved on 05.02.2023 agenda item #24 and authorizing execution of the agreement.
- 40. Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024231, with Parsons Roofing Company, Inc. for 909 S Austin Ave. – Old Carquest Building – New Roof for Facilities Management, in the amount of \$116,518.00, pursuant to Cooperative Purchasing – TIPS - Contract Number #211001 and authorize execution of the agreement.
- 41. Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement for Design & Engineering Services between Williamson County and The Lawrence Group of Architects of Austin, Inc. relating to the EMS Medic 42 New Building (P602).
- 42. Receive and acknowledge approval of Change Order No. 2 from J.T. Vaughn Construction for the Road & Bridge Yard Fence Project in the amount of \$7,427.00, which was approved by Williamson County Facilities Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.
- **43.** Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement for Design and Engineering Services between Williamson County and Talex, Inc. Engineers relating to the Jail Magistrate Court, Elevator 9, Chiller 4. P540
- 44. Receive the July 2024 Construction Summary Report and PowerPoint Presentation
- **45.** Discuss, consider, and take appropriate action on awarding IFB #24IFB56 for Contract Mowing Services for County Right of Way to the lowest and best bidder, Incircle Management, Inc. in the amount of \$203,006.50.

- **46.** Discuss, consider, and take appropriate action on awarding IFB #24IFB57 to Chasco Constructors for the Ronald Reagan Boulevard Widening Project for HNTB in the amount of \$52,159,299.00 and authorize execution of this agreement. The funding source is P336.
- **47.** Discuss, consider and take appropriate action regarding Change Order #1 in the amount of \$11,191.68 for project CR 283 Foam Asphalt Stabilization (Dan Williams Co.) Funding Source: 01.200.0210.003599 (Road Constr./Maint.).
- **48.** Discuss, consider and take appropriate action on approving a license agreement with Bar W Ranch HOA, Inc. for the Bar W Ranch Phase 10 subdivision Precinct 2.
- **49.** Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of \$2,905.00 for Project 23IFB13 Bud Stockton Extension (Cash Construction) P: 307 Funding Source: Road Bond.
- **50.** Discuss, consider, and take appropriate action regarding Change Order No. 16 in the amount of \$35,324.07 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.
- **51.** Discuss, consider, and take appropriate action regarding Change Order No. 17 in the amount of \$11,849.07 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.
- **52.** Discuss, consider, and take appropriate action regarding Change Order No. 15 in the amount of \$24,513.18 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.
- Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Chandler Corridor Segment 1 contract between Williamson County and DEC -- Central Texas, LLC relating to the LTP Corridor Program. Project: P599 Fund Source: LTP Corridor
- Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the On-Call Land Surveying services contract between Williamson County and Austin Survey Company LLC dba Inland Geodetics relating to the Road Bond Program. Project: As Needed by Work Authorization Fund Source: Bonds
- **55.** Discuss and take appropriate action on a real estate contract with Santana and Celsa Cruz for 0.1157 acres of ROW and a 0.0460 Acre electric utility easement needed on County Road 314. (Parcel 18/18E) Funding Source: Road Bonds P364
- **56.** Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Water Special Utility District regarding the East Wilco Highway Segment 2 project. Funding Source: Road Bonds P392
- 57. Discuss, consider and take appropriate action on a Declaration of Right of Way of county-owned property for the Chandler Corridor Segment 1 from SH 130 to FM 1660 road widening project. Fund Source: LTP P599

- 58. Discuss, consider and take appropriate action on a letter agreement with Crestway Storage and Parking, LLC for a PEC electric easement totaling 0.1512 AC and required for the Bagdad Rd. at CR 279 project (Parcel 19E). Funding Source: Road Bonds P343
- **59.** Discuss, consider and take appropriate action on a Mediated Settlement Agreement with the estate of Irma Diaz regarding the County Road 176 project. Funding Source: Road Bonds P241
- 60. Discuss, consider and take appropriate action on an Agreement for the Acquisition of Replacement Electric Easements and Use of the Power of Eminent Domain by Williamson County for Portions of the Proposed Bagdad road @ CR 279 Construction Project. Funding Source: Road Bonds P343
- **61.** Discuss, consider and take appropriate action on a real estate contract with Isabel Gonzalez to acquire 0.0380 AC required for the widening of CR 314. Funding Source: Road Bonds P364

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

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 the 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 CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- 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 E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- I) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- g) Discuss the acquisition of right of way for Corridor K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.

- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- 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
- **63.** 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
- d) Project Lunch Lady
- 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
- 22. Cause No. 3-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480 th Judicial District Court; 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, laws and proceedings pertaining to attorney client privileged communications relating to county business.
- 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).
- 66. 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).

Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

REGULAR AGENDA (continued)

- **68.** Discuss and take appropriate action concerning economic development.
- **69.** Discuss and take appropriate action concerning real estate.
- **70.** Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. General:

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

b. Litigation:

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- 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
- 22. Cause No. 3-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480 th Judicial District Court; 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, laws and proceedings pertaining to attorney client privileged communications relating to county business.
- 71. 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.
- **72.** Comments from Commissioners.
- 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.

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 12th day of July 2024 at 4:30 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Meeting Date: 07/16/2024

Line Item Transfer

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

3.

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This request is being made to cover remaining expenses for Temp/Seasonal for the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$16,147.50
То	0100.0475.001107	Temp Labor-Seasonal Help	\$15,000.00
То	0100.0475.002010	FICA	\$1,147.50

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 10:55 AM Budget Office Saira Hernandez 07/09/2024 12:52 PM

Form Started By: Stephanie Lloyd Started On: 07/02/2024 03:16 PM

Final Approval Date: 07/09/2024

Meeting Date: 07/16/2024 LIT County Courts at Law

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Additional funds are needed / non-custodial father court appointed attorneys FY23/24

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0425.004134	Misd. Court Appts	\$40,000.00
То	0100.0425.004166	Non custodial father/Crt appt.	\$10,000.00
То	0100.0425.004002	Jurors	\$30,000.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 10:53 AM Budget Office Saira Hernandez 07/09/2024 12:52 PM

Form Started By: Sharrion Threadgill Started On: 06/27/2024 03:12 PM

Final Approval Date: 07/09/2024

4.

Meeting Date: 07/16/2024

Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management.

Submitted For: Bruce Clements Submitted By: Bruce Clements, Emergency Services

Dept.

5.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management.

Background

A line item transfer is requested to cover vehicle maintenance and mobile command post repairs and outfitting.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004100	Professional Services	\$18,450.00
То	0100.0541.004541	Vehicle Maintenance	\$18,000.00
То	0100.0541.003010	Computer Equipment	\$450.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 10:59 AM Budget Office Saira Hernandez 07/09/2024 12:52 PM

Form Started By: Bruce Clements

Started On: 07/05/2024 12:36 PM

Final Approval Date: 07/09/2024

Meeting Date: 07/16/2024

Line Item Transfer for 911 Communications

Submitted By: Hilary Martin, 911 Communications

Department: 911 Communications

Agenda Category: Consent

Information

6.

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for 911 Communications.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0581.003010	Computer Equipment < \$5000	\$2,500.00
TO:	0100.0581.004231	Travel	\$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 11:07 AM Budget Office Saira Hernandez 07/09/2024 12:52 PM

Form Started By: Hilary Martin Started On: 07/09/2024 10:47 AM

Final Approval Date: 07/09/2024

Meeting Date: 07/16/2024

Line Item Transfer for the Elections Department

Submitted For: Bridgette Escobedo Submitted By: Bridgette Escobedo, Elections

7.

Department: Elections **Agenda Category:** Consent

Information

Agenda Item

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

Background

Due to the increased volume of department mailings of Voter Registration cards, communication with voters, and poll worker recruitment efforts, more funds are needed in our mailing machine, requiring a line-item transfer of funds:

From: 0100-0492-004100 (Professional Services): \$15,000.00

To: 0100-0492-004212 (Postage): \$15,000.00

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004100	Professional Services	\$15,000.00
То	0100.0492.004212	Postage	\$15,000.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 10:48 AM Budget Office Saira Hernandez 07/11/2024 11:23 AM

Form Started By: Bridgette Escobedo Started On: 07/11/2024 10:05 AM

Final Approval Date: 07/11/2024

Meeting Date: 07/16/2024

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office **Agenda Category:** Consent

Information

8.

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace Pct. #1.

Background

Due to an unanticipated number of autopsies needed/requested, funds have been depleted for FY24. This transfer should cover costs for the remainder of the year. FY25 budgets have been adjusted accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Dept/Contingencies	\$236,000
ТО	0100-0451-004190	JP#1/Autopsies	\$210,000
ТО	0100-0451-004192	JP#1/Transportation Autopsies	\$26,000

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/10/2024 11:29 AM

Form Started By: Ashlie Holladay Started On: 07/09/2024 12:03 PM

Final Approval Date: 07/10/2024

Meeting Date: 07/16/2024

Discuss and consider a line item transfer for JP2.

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

Department: J.P. Pct. #2 **Agenda Category:** Consent

Information

9.

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace 2.

Background

With the increased number of death inquests handled by Judge Williams this year, the original budgeted amount in the line item has been depleted. We need to move the funds to pay invoices. Move funds to the Transportation/Autopsies line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0452.004190	Autopsies, Med Inquests	\$15,000.00
То	0100.0452.004192	Transportation/Autopsies	\$15,000.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 10:54 AM Budget Office Saira Hernandez 07/09/2024 12:52 PM

Form Started By: Melissa East Started On: 06/27/2024 03:45 PM

Final Approval Date: 07/09/2024

Meeting Date: 07/16/2024

Discuss, consider and take appropriate action on a line item transfer for Technology Services

Submitted For: Richard Semple Submitted By: Tammy McCulley, Information

Technology

10.

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Technology Services

Background

This transfer is to facilitate site visits as part of the CAD & RMS project that is underway. The visits are necessary to ensure the proposed software and hardware meets the needs of the County and allows County staff to learn lessons from other agencies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.004211	Telephone	\$3,000.00
То	0100.0503.004231	Travel	\$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst.Becky Pruitt07/09/2024 11:04 AMBudget OfficeSaira Hernandez07/09/2024 12:52 PM

Form Started By: Tammy McCulley Started On: 07/09/2024 10:14 AM Final Approval Date: 07/09/2024

Meeting Date: 07/16/2024

Line Item Transfer

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

11.

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Tax/Assessor Collector

Background

Line Item Transfer requested to cover a budget shortfall due to an unpredictable price increase in equipment repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount	
From	0100.0499.004208	Internet Cloud Solutions	\$2,465.70	
То	0100.0499.004544	Office Equipment Repairs	\$2,465.70	

Attachments

Cummins Allison Invoice

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 10:57 AM Budget Office Saira Hernandez 07/09/2024 12:52 PM

Form Started By: Mary Greenway Started On: 07/03/2024 10:21 AM Final Approval Date: 07/09/2024



Page 3 of 3

INVOICE

P.O. BOX 931958

Atlanta, GA 31193-1958

Cummins Local Branch 88 Phone 210-651-8200

Telephone 847-299-9550 D-U-N-S Nbr 00-506-9760 Federal ID 35-0145140

Mail to/Ship to: 42228*1

ATTN: BETTY

WILLIAMSON COUNTY TAX ASSR/COL

904 S MAIN ST GEORGETOWN,TX 78626

UNITED STATES

Invoice Number

2.

6961736

Invoice Date Customer Number 06-17-24

Order Type

42228

Service Order

P.O. Number

T&m

Order Number

69439Y

Terms NET 10

Service date 06-12-24

Part Number

Description

Qty/hours

Amount

PAYMENT OPTIONS AND INSTRUCTIONS

Check

Please include Payment Slip from page 1 with check payment.

Mail Check to:

PO BOX 931958

Atlanta, GA 31193-1958

Make Check Payable:

Cummins Allison Corp.

ACH Wire To:

Include Invoice #
Account# 4121855316
Routing # 121000248

Credit Card

To pay by credit card, please visit:

https://www.cranepi.com/paymybill

BIC (Swift Routing):

WFBIUS6S ACT CTX Format/CCP

SPECIAL HANDLING INSTRUCTIONS

Short Paid: Tax Exempt: Please contact your local branch at the phone number listed on Page 1 to provide reason for short pa A current copy of your tax exemption certificate is required to be on file with CPI- Cummins Allison

Please email to: accountsreceivable@cumminsallison.com

Changes Required: Please contact your local branch at the phone number listed on Page 1 to provide needed changes.



Page 2 of 3

INVOICE

P.O. BOX 931958 Atlanta, GA 31193-1958

Cummins Local Branch 88 Phone 210-651-8200

Telephone 847-299-9550 D-U-N-S Nbr 00-506-9760 Federal ID 35-0145140

Mail to/Ship to: 42228*1

ATTN: BETTY

WILLIAMSON COUNTY TAX ASSR/COL

904 S MAIN ST

GEORGETOWN, TX 78626

UNITED STATES

Invoice Number
Invoice Date
Customer Number
Order Type
P.O. Number

Order Number

6961736 06-17-24 42228 Service Order

T&m 69439Y

Terms NET 10 Service date 06-12-24

Part Number	Description	Qty/hours	Amount
	<u> </u>	SALES TAX	0.00
	•	INVOICE TOTAL	2,465.70



Page 1 of 3

INVOICE

P.O. BOX 931958

Atlanta, GA 31193-1958

Cummins Local Branch 88 Phone 210-651-8200

Telephone 847-299-9550 D-U-N-S Nbr 00-506-9760 Federal ID 35-0145140

Mail to/Ship to: 42228*1

ATTN: BETTY

WILLIAMSON COUNTY TAX ASSR/COL

904 S MAIN ST

GEORGETOWN, TX 78626

UNITED STATES

Invoice Number Invoice Date

Customer Number Order Type

P.O. Number Order Number 6961736 06-17-24

42228

Service Order

Continued...

T&m 69439Y

Terms NET 10 Service date 06-12-24

Part Number	Description	Qty/hours	Amount
SERVICES SERIAL NU	FOR 480-9014-00 iFX2, il01 BSC CF		
Ref Nbr: Al	205950-1	•	
TR88	HOURLY TRAVEL	1.00	220.00
LA88	HOURLY LABOR	3.00	660.00
480-5000-11	ASSY, AMIS SNSR W/GASKETS	1.00	718.80
SERVICES SERIAL NU	FOR 480-9014-00 iFX2, i101 BSC CF JMBER 1i101280115195		
Ref Nbr: Al	205950-2		<u> </u>
LA88	HOURLY LABOR	1.00	220.00
416-0280-12	APC BOARD, iFX2	1.00	641.90
620-6546-00	BATTERY, COIN, CR2032, 3V	1.00	5.00
		SUBTOTAL	2,465.70

Meeting Date: 07/16/2024

Line Item Transfer for the County Sheriff, Law Enforcement

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

Department: Sheriff **Agenda Category:** Consent

Information

12.

Agenda Item

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

Background

This transfer is being requested to cover the current shortfall in Vehicle Maintenance and future costs during fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005700	Vehicles > \$5,000	\$85,000.00
FROM:	0100.0560.005740	Computer Equip > \$5,000	\$165,000.00
TO:	0100.0560.004541	Vehicle Repairs & Maint.	\$250,000.00

Attachments

No file(s) attached.

Final Approval Date: 07/11/2024

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/10/2024 11:32 AM Budget Office Saira Hernandez 07/11/2024 11:47 AM

Form Started By: Virginia Johnson Started On: 07/10/2024 10:05 AM

Meeting Date: 07/16/2024

Line Item Transfer for the County Sheriff, Law Enforcement

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

Department: Sheriff **Agenda Category:** Consent

Information

13.

Agenda Item

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

Background

This transfer is being requested to cover the purchase of vehicle docking stations for county issued Toughbooks that were replaced per IT.

Fiscal Impact

From/To	Acct No.	Description	Amount	
FROM:	0100.0560.005740	Computer Equip > \$5,000	\$29,000.00	
TO:	0100.0560.003010	Computer Equip < \$5,000	\$29,000.00	

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 11:52 AM Budget Office Saira Hernandez 07/11/2024 11:55 AM

Form Started By: Virginia Johnson Started On: 07/11/2024 10:20 AM Final Approval Date: 07/11/2024

Meeting Date: 07/16/2024

Line Item Transfer

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

14.

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Facilities Maint & Repair.

Fiscal Impact

From/To	Acct No.	Description	Amount	
From	0100.0509.004509	Facility Enhancements	\$300,000.00	
То	0100.0509.004510	Facility Maint & Repair	\$300,000.00	

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 11:10 AM Budget Office Saira Hernandez 07/11/2024 11:23 AM

Form Started By: Gina Wrehsnig Started On: 07/11/2024 10:46 AM Final Approval Date: 07/11/2024

Meeting Date: 07/16/2024

Line item transfer for Road and Bridge Division

Submitted For: Terron Evertson Submitted By: Jenifer Favreau, Infrastructure

15.

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

This transfer has been requested by the Budget Office to cover a shortfall due to the actual City of Georgetown Rivery Park TIRZ budget exceeding the estimated FY24 amount budgeted.

Fiscal Impact

From/To	Acct No.	Description	Amount	
From	0200.0210.005200	Right of Way	\$5,000.00	
То	0200.0210.004604	Pymts to TIF/TIRZ	\$5,000.00	

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 11:05 AM Budget Office Saira Hernandez 07/09/2024 12:52 PM

Form Started By: Jenifer Favreau Started On: 07/09/2024 10:30 AM Final Approval Date: 07/09/2024

Meeting Date: 07/16/2024

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson Submitted By: Jenifer Favreau, Infrastructure

16.

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

Due to an increase in use, this transfer is necessary to ensure that road crew members have functional equipment, such as chainsaws, pole saws, and blowers.

Fiscal Impact

From/To	Acct No.	Description	Amount		
From	0200.0210.005200	Right of Way	\$3,000.00		
То	0200.0210.004543	Repairs to Equipment	\$3,000.00		

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 11:06 AM Budget Office Saira Hernandez 07/09/2024 12:52 PM

Form Started By: Jenifer Favreau Started On: 07/09/2024 10:33 AM Final Approval Date: 07/09/2024

Meeting Date: 07/16/2024

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

Human Resources (Originator) County Judge Exec Asst. Form Started By: Kayla Marek

Final Approval Date: 07/11/2024

Rebecca Clemons

Becky Pruitt

Reviewed By

Date 07/10/2024 05:02 PM

07/11/2024 08:04 AM

Started On: 07/10/2024 04:31 PM

17.

								Pay	Effective
		Emp	Current	Annual		New Annual	Lump-	Proposal	Date of
Department	Position	Num	Annual Salary	Merit Amt	Merit%	Salary	sum Merit	Reason	Change
911 Communications	TCO Specialist.0133.001100.	16056	\$57,291.25	\$2,864.56	5.00	\$60,155.80		MERIT	19-Jul-24
911 Communications	TCO Specialist.0135.001100.	16055	\$57,291.25	\$2,864.56	5.00	\$60,155.80		MERIT	19-Jul-24
911 Communications	TCO Specialist.0139.001100.	16046	\$57,291.25	\$2,864.56	5.00	\$60,155.80		MERIT	19-Jul-24
Animal Services - Grant	Animal Health Supervisor.2141.001100.	16875	\$50,000.08	\$3,500.12	7.00	\$53,500.20		MERIT	19-Jul-24
County Auditor	Asst Financial Director.0634.001100.	11152	\$101,504.26	\$1,522.56	1.50	\$103,026.82		MERIT	19-Jul-24
County Clerk	Deputy County Clerk.0655.001100.	16969	\$42,003.25	\$1,680.12	4.00	\$43,683.37		MERIT	19-Jul-24
District Clerk	Deputy District Clerk.1800.001100.	16967	\$42,003.25	\$1,260.11	3.00	\$43,263.36		MERIT	19-Jul-24
District Clerk	Deputy District Clerk.0756.001100.	16966	\$42,003.25	\$1,260.11	3.00	\$43,263.36		MERIT	19-Jul-24
District Clerk	Deputy District Clerk.0751.001100.	14462	\$43,683.37	\$1,310.50	3.00	\$44,993.87		MERIT	19-Jul-24
District Clerk	Court Specialist.0744.001100.	15115	\$46,439.83	\$1,393.20	3.00	\$47,833.03		MERIT	19-Jul-24
Elections	Sr Administrative Spec.0772.001100.	16139	\$41,201.89	\$1,442.06	3.50	\$42,643.95		MERIT	5-Jul-24
Emergency Medical Services	Emergency Medical Tech.0876.001100.	15412	\$36,524.57	\$1,460.99	4.00	\$37,985.56		MERIT	19-Jul-24
Emergency Medical Services	Emergency Medical Tech.2049.001100.	12813	\$36,524.57	\$1,460.99	4.00	\$37,985.56		MERIT	19-Jul-24
Emergency Medical Services	Emergency Medical Tech.2048.001100.	16605	\$36,524.57	\$1,460.99	4.00	\$37,985.56		MERIT	19-Jul-24
Emergency Medical Services	Emergency Medical Tech.0886.001100.	16608	\$36,524.57	\$1,095.74	3.00	\$37,620.32		MERIT	19-Jul-24
Fleet Services	Service Technician I.0929.001100.	15477	\$51,942.40	\$1,350.50	2.60	\$53,292.91		MERIT	19-Jul-24
Justice of the Peace 1	Court Clerk I.0975.001100.	13958	\$39,158.52	\$2,741.09	7.00	\$41,899.60		MERIT	19-Jul-24
Justice of the Peace 3	Court Clerk I.1956.001100.	16934	\$36,524.57	\$1,460.97	4.00	\$37,985.54		MERIT	19-Jul-24
Justice of the Peace 3	Court Clerk II.1999.001100.	16438	\$40,700.00	\$1,017.49	2.50	\$41,717.50		MERIT	19-Jul-24
Juvenile Grant	Juv Super Offcr I Grant.1044.001100.	11459	\$57,576.13	\$575.76	1.00	\$57,576.13	\$575.76	MERIT	19-Jul-24
Juvenile Grant	Juv Super Offcr I Grant.1043.001100.	16031	\$47,743.65	\$477.44	1.00	\$48,221.10		MERIT	19-Jul-24
Juvenile Grant	Juv Super Offcr II Grant.1042.001100.	16717	\$46,360.39	\$463.61	1.00	\$46,824.00		MERIT	19-Jul-24
Juvenile Grant	Juv Super Offcr I Grant.1045.001100.	16371	\$46,366.44	\$463.67	1.00	\$46,830.12		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1087.001100.	10899	\$57,576.13	\$575.00	1.00	\$57,576.13	\$575.00	MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1071.001100.	15827	\$48,221.10	\$482.21	1.00	\$48,703.30		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1120.001100.	5580	\$57,255.06	\$320.63	1.00	\$57,575.69	\$251.91	MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1078.001100.	16876	\$44,583.12	\$445.83	1.00	\$45,028.94		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1080.001100.	13723	\$50,062.90	\$500.64	1.00	\$50,563.53		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr II.1090.001100.	16256	\$48,696.96	\$486.97	1.00	\$49,183.93		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr II.1132.001100.	15111	\$49,663.64	\$496.64	1.00	\$50,160.28		MERIT	19-Jul-24

								Pay	Effective
		Emp	Current	Annual		New Annual	Lump-	Proposal	Date of
Department	Position	Num	Annual Salary	Merit Amt	Merit%	Salary	sum Merit	Reason	Change
Juvenile Services	Juv Supervision Offcr I.1068.001100.	16762	\$44,583.12	\$445.83	1.00	\$45,028.94		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1136.001100.	14743	\$47,743.65	\$477.44	1.00	\$48,221.10		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr II.1097.001100.	16258	\$48,696.96	\$486.97	1.00	\$49,183.93		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1108.001100.	15223	\$48,221.10	\$482.21	1.00	\$48,703.30		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr II.1095.001100.	14200	\$50,157.87	\$501.57	1.00	\$50,659.44		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1113.001100.	16257	\$45,907.37	\$459.08	1.00	\$46,366.44		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1124.001100.	16577	\$45,907.37	\$459.08	1.00	\$46,366.44		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1147.001100.	13358	\$52,584.92	\$525.84	1.00	\$53,110.76		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr II.1093.001100.	11469	\$60,134.92	\$601.35	1.00	\$60,736.27		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1079.001100.	16022	\$48,221.10	\$482.21	1.00	\$48,703.30		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1129.001100.	16822	\$44,583.12	\$445.83	1.00	\$45,028.94		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1083.001100.	13550	\$50,062.90	\$500.64	1.00	\$50,563.53		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1076.001100.	16749	\$44,583.12	\$445.83	1.00	\$45,028.94		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr II.1118.001100.	15362	\$49,663.64	\$496.64	1.00	\$50,160.28		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1128.001100.	13143	\$47,743.65	\$477.44	1.00	\$48,221.10		MERIT	19-Jul-24
Juvenile Services	Juv Supervision Offcr I.1122.001100.	16645	\$46,366.44	\$463.67	1.00	\$46,830.12		MERIT	19-Jul-24
Purchasing	Sr Purchasing Specialist.1805.001100.	16897	\$58,500.00	\$1,019.98	1.74	\$59,519.98		MERIT	19-Jul-24
Truancy Program JP3	Case Manager.1949.001100.	16819	\$42,000.00	\$1,260.00	3.00	\$43,260.01	_	MERIT	19-Jul-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0581	001100	8,593.68	
01	0100	0581	002010	657.42	
01	0100	0581	002020	1,379.29	
01	0100	8004	001130		8,593.68
01	0100	8004	002010		657.42
01	0100	8004	002020		1,379.29
01	0546	0546	001100	1,060.80	
01	0546	0546	001130		1,060.80
01	0100	0495	001100	1,522.56	
01	0100	0495	001130		1,522.56
01	0100	0403	001100	1,680.12	
01	0100	0403	002010	128.53	
01	0100	0403	002020	269.66	
01	0100	8002	001130		1,680.12
01	0100	8002	002010		128.53
01	0100	8002	002020		269.66
01	0100	0450	001100	5,223.92	
01	0100	0450	001130		5,223.92
01	0100	0492	001100	1,442.06	
01	0100	0492	001130		1,442.06
01	0100	0540	001100	5,478.71	
01	0100	0540	002010	419.12	
01	0100	0540	002020	879.33	
01	0100	8004	001130		5,478.71
01	0100	8004	002010		419.12
01	0100	8004	002020		879.33
01	0882	0882	001100	1,350.50	
01	0882	0882	001130		1,350.50
01	0100	0451	001100	2,741.09	
01	0100	0451	001130		2,741.09
01	0100	0453	001100	2,478.46	
01	0100	0453	001130		2,478.46
01	0100	0576	001100	13,040.02	
01	0100	0576	001130		13,040.02
01	0100	0494	001100	1,019.98	
01	0100	0494	001130		1,019.98
01	0367	0367	001100	1,260.00	
01	0367	0367	001130		1,260.00

Meeting Date: 07/16/2024

JP1 EOM JUNE 2024

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

Department: J.P. Pct. #1 **Agenda Category:** Consent

Information

18.

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, June 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To Acct No Description Amount			
The state of the s	II From/IO I	Description	Amount

Attachments

JP1 EOM JUNE 2024

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 11:03 AM

Form Started By: Misty Lamb

Started On: 07/09/2024 08:50 AM
Final Approval Date: 07/09/2024

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of June 2024

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN

JUSTICE OF THE PEACE

PRECINCT ONE

On this___

_day of

2024 to certify which witness my hand and seal of

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

office.

NOTARY PUBLIC

In and for the State of Texas

Payment Report - G/L and Fund Summary

Transaction Date: 06/01/2024 - 06/30/2024

Case Categories: Criminal; Civil

Locations: JP1

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

G/L Account Number				
100 - General Fund				
L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	55.00			
L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	10,757.78			
L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT#1	25,640.0			
L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	326.8			
L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	78.1			
L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	10,935.0			
L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	2.0			
L-004-1-01-0100-0000-365103: Language Access Fund	1,038.0			
L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,284.4			
0100 - General Fund Total:	50,117.20			
2-004-1-01 0000-0000-041100-0001100-00011100-00011100-00011100-000111100-000111100-00011100-00011100-00011100-00011100-00011100-00011100-00011100-00011100-00011100-00011100-00011100-	3.0			
0360 - Courthouse Security Fund Total:				
0360 - Courthouse Security Fund Total:				
	3.00			
General Fund 1-0100-0000-341200 - Sheriff Fees (WILCO) 1-0100-0000-341200 - Sheriff Fees (WILCO) 1-0100-0000-341801 - FEES OF OFFICE, JP PCT-1 1-0100-0000-341801 - FEES OF OFFICE, JP PCT-1 1-0100-0000-341901 - CRIMINAL FEES/OFFICE, CONST 1 1-0100-0000-341901 - FEES OF OFFICE, P PCT #1 1-0100-0000-341150 - FEES OF OFFICE, P PCT #1 1-0100-0000-				
L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES 0361 - JP Security Fund Total:	1.00 1.0			
L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES 0361 - JP Security Fund Total:	1.00 1.0			
L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES 0361 - JP Security Fund Total: L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	1.00 1.00			
L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES 0361 - JP Security Fund Total: L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	1.0 1.0			
L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES 0361 - JP Security Fund Total: L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE 0365 - Child Safety Fund Total:	1.0 1.0 100.0 100.0			
L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES 0361 - JP Security Fund Total: L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE 0365 - Child Safety Fund Total:	1.0 1.0 100.0 100.0			
L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES 0361 - JP Security Fund Total: L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE 0365 - Child Safety Fund Total: L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees 0370 - Alternate Dispute Resolution Fund Total:	1.00 1.00 100.00 100.00 1,730.00			
	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1 L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1 L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1 L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50 L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1 L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES L-004-1-01-0100-0000-365103: Language Access Fund L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C 0100 - General Fund Total:			

Payment Report - G/L and Fund Summary

Transaction Date: 06/01/2024 - 06/30/2024

Case Categories: Criminal; Civil

Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
'3 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	50.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	5.00
	0373 - JP-1 Truancy Program Fund Total:	55.00
99 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	5,192.09
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	672.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	92.91
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,777.05
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	147.00
	0399 - State Agency Fund Total:	8,935.05

L-004-1-02-00002: JP1 Registry Bond Account Liability

Fee Totals for All Funds: 61,695.25

JP BOND Total:

01-0100-0000-207019 - JP1 Bond Liability Account

750.00

750.00

Payment Report - Fee Code Summary

Transaction Date: 06/01/2024 - 06/30/2024

Case Categories: Criminal; Civil

Locations: JP1

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

Fee Code Summ Code Word	Description	Gross		Donitivo Adius	tmonto	Nogotivo Adivo	tmonto	Net	
Code word	Description	Amount	Number	Positive Adjus Amount	Number	Negative Adjus	Number	Amount	Mumbaa
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1),	Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020/101	102.011(e)	26.87	6	0.00	0	0.00	0	26.87	6
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	92.91	21	0.00	0	0.00	0	92.91	21
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	338.90	74	0.00	0	0.00	0	338.90	74
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	5,192.09	93	0.00	0	0.00	0	5,192.09	93
2020CDF	Compliance Dismissal Fine	160.00	16	0.00	0	0.00	0	160.00	16
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	160.00	16	0.00	0	0.00	0	160.00	16
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,284.44	101	0.00	0	0.00	0	1,284.44	101
2020LTF	Local Traffic Fine (TC 542.403)	166.63	57	0.00	0	0.00	0	166.63	57
2020STF	State Traffic Fine (TC 542.4031)	2,777.05	57	0.00	0	0.00	0	2,777.05	57
2020TPF	Time Payment Fee CCP 102.030	78.11	14	0.00	0	0.00	0	78.11	14
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	300.00	6	0.00	0	0.00	0	300.00	6
ADMIN	Administration Fee [CCP 102.072]	2.00	1	0.00	0	0.00	0	2.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
СВ	Cash Bond	750.00	2	0.00	0	0.00	0	750.00	2
ccc	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	1
CCOP	Civil Copies	25.00	25	0.00	0	0.00	0	25.00	25
CERT	Certified Copy	8.00	3	0.00	0	0.00	0	8.00	3
CFINE	County Fine	10,935.00	91	0.00	0	0.00	0	10,935.00	91
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	1
CONT1	Constable Service Fee Pct #1	17,840.00	172	0.00	0	0.00	0	17,840.00	172
CSSF	Child Safety School Fee (CCP 102.014(c))	100.00	4	0.00	0	0.00	0	100.00	4
DDF	Deferred Disposition Fee	961.00	6	0.00	0	0.00	0	961.00	6
FNTC1	Child Safety Seat Fine Trauma Center	147.00	2	0.00	0	0.00	0	147.00	2
IDF	Indigent Defense Fee (LGC 133.107)	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	1
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	1

Payment Report - Fee Code Summary

Transaction Date: 06/01/2024 - 06/30/2024

Case Categories: Criminal; Civil

Locations: JP1

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

Code Word	Description	Gross		Positive Adjust	tments	Negative Adjus	tments	Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
MISCOP	Miscellaneous Copy Fees	22.25	4	0.00	0	0.00	0	22.25	4
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,730.00	348	0.00	0	0.00	0	1,730.00	348
SB41JCSF	Justice Court Support Fund	8,650.00	348	0.00	0	0.00	0	8,650.00	348
SB41LAF	Language Access Fund - LGC 135.155	1,038.00	348	0.00	0	0.00	0	1,038.00	348
SB41SCF	State Consolidated Fee	672.00	34	0.00	0	0.00	0	672.00	34
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TURN	Turnover	5.00	1	0.00	0	0.00	0	5.00	1
wcso	Williamson County Sheriff	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	195.00	39	0.00	0	0.00	0	195.00	39
WSF1	Constable #1 - Writ Service Fee	7,800.00	39	0.00	0	0.00	0	7,800.00	39
		Gross		Positive Adjus	tments	Negative Adjus	tments	Net	
Fee Code S	ummary Totals	Amount	Number	Amount	Number	Amount	Number	Amount	Number
		61,695.25	1,945	0.00	0	0.00	0	61,695.25	1,945

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Justice of the Peace 4 June 2024 Monthly Report Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4 Agenda Category: Consent

Information

19.

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JUNE 2024

Form Review

Inbox **Reviewed By** Date

County Judge Exec Asst. **Becky Pruitt** 07/11/2024 10:32 AM

Form Started By: Veronica Bolander Started On: 07/11/2024 09:33 AM

Final Approval Date: 07/11/2024

IN COMPLIANCE WITH ARTICLE 103.005 CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of June 2024.

RHONDA REDDEN

JUSTICE OF THE PEACE

PRECINCT FOUR

This 10th day of July 2024, to certify which witness my hand and seal of office.

OF ST

VERONICA BOLANDER My Notary ID # 2676312 Expires November 2, 2027

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: 06/01/2024 - 06/30/2024 Locations: JP4

Case Categories: Civil; Criminal

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		81,838.26	81,838.26
Total Adjustments In	npacting Payments	0.00	0.00
Final Fee Code Total	ls	81,838.26	81,838.26
Tender Method Sum	mary		
	Cash	7,160.53	7,160.53
	Certified Payments Credit Card	34,316.05	34,316.05
Tandan Tomas	Check	3,124.00	3,124.00
Tender Types	Credit Card	21,149.93	21,149.93
	E-File Credit Card	15,214.75	15,214.75
	Money Order	873.00	873.00

Payment Report - G/L and Fund Summary

Deposit Date: 06/01/2024 - 06/30/2024 Locations: JP4

Case Categories: Civil; Criminal

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

G/L Account	G/L Account Number	Fee Totals
0 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	1,550.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	972.09
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	289.86
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	10.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	10,214.09
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	10,000.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	5.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	354.42
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	662.41
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	32,408.24
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	930.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	5.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,124.01
1 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	2.68
	0361 - JP Security Fund Total:	
5 - Child Safety Fund		2.68
5 - Child Safety Fund 01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE 0365 - Child Safety Fund Total:	7.36
01-0365-0000-341161 - JP CHILD SAFETY FEE	0365 - Child Safety Fund Total:	7.36 7.36
01-0365-0000-341161 - JP CHILD SAFETY FEE 9 - JP-4 Truancy Program Fund 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)		7.36 7.36
01-0365-0000-341161 - JP CHILD SAFETY FEE 9 - JP-4 Truancy Program Fund 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398) 01-0369-0000-370000 - JP-4 Truancy Program Fees	0365 - Child Safety Fund Total: L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	7.36 7.36 100.00 3.34
01-0365-0000-341161 - JP CHILD SAFETY FEE 9 - JP-4 Truancy Program Fund 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	0365 - Child Safety Fund Total: L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398) L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	7.36 7.36 100.00 3.34 103.34

TXWILLIAMSONPROD

Payment Report - G/L and Fund Summary

Deposit Date: 06/01/2024 - 06/30/2024

Case Categories: Civil; Criminal

Locations: JP4

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

G/L Account	G/L Account Number			
0372 - Justice Court Technology Fund				
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	2.66		
	0372 - Justice Court Technology Fund Total:	2.66		

0399 - State Agency Fund

10.00	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	01-0399-0000-208022 - Justice Courts Civil Electronic Filing
1.34	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State
26.72	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	01-0399-0000-208160 - CCC FEES DUE TO STATE COMP
13,711.08	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	01-0399-0000-208165 - CCC 01.2020 Fee's Due to State
756.00	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	01-0399-0000-208181 - State Consolidated Fee
2.66	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE
4.00	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE
304.50	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE
0.05	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST
15.87	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE
4,296.11	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	01-0399-0000-208426 - State Traffic Fine Due To State
1.34	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST
250.00	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	01-0399-0000-208720 - SEATBELT FINES
6.00	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN
257.95	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO
3.48	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE

0399 - State Agency Fund Total: 19,647.10

Fee Totals for All Funds: 81,838.26

Payment Report - Fee Code Summary

Deposit Date: 06/01/2024 - 06/30/2024 Locations: JP4

Case Categories: Civil; Criminal

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

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	27.01	6	0.00	0	0.00	0	27.01	6
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	291.85	73	0.00	0	0.00	0	291.85	73
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102. 011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	771.89	190	0.00	0	0.00	0	771.89	190
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	13,711.08	273	0.00	0	0.00	0	13,711.08	273
2020CDF	Compliance Dismissal Fine	170.00	17	0.00	0	0.00	0	170.00	17
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	247.95	26	0.00	0	0.00	0	247.95	26
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,124.01	275	0.00	0	0.00	0	3,124.01	275
2020LTF	Local Traffic Fine (TC 542.403)	257.76	100	0.00	0	0.00	0	257.76	100
2020STF	State Traffic Fine (TC 542.4031)	4,296.11	100	0.00	0	0.00	0	4,296.11	100
2020TPF	Time Payment Fee CCP 102.030	662.41	73	0.00	0	0.00	0	662.41	73
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	326.72	9	0.00	0	0.00	0	326.72	ç
AB	Abstract	30.00	2	0.00	0	0.00	0	30.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	2.65	1	0.00	0	0.00	0	2.65	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	0.69	1	0.00	0	0.00	0	0.69	1
СВ	Cash Bond	1,550.00	5	0.00	0	0.00	0	1,550.00	5
CC	Certified Copies	5.00	2	0.00	0	0.00	0	5.00	2
ccc	Consolidated Court Costs [Loc. Gov't Code, 133.102]	26.72	2	0.00	0	0.00	0	26.72	2
CCOP	Civil Copies	11.75	8	0.00	0	0.00	0	11.75	8
CERT	Certified Copy	9.75	1	0.00	0	0.00	0	9.75	1
CFINE	County Fine	32,408.24	259	0.00	0	0.00	0	32,408.24	259
CHS	Courthouse Security Fee (CCP 102.017)	2.01	2	0.00	0	0.00	0	2.01	2
CHSJC	JP Security Fee (CCP 102.017)	0.67	2	0.00	0	0.00	0	0.67	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	4.00	2	0.00	0	0.00	0	4.00	2
COLLFEE	Collection Agency Fee	972.09	12	0.00	0	0.00	0	972.09	12

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Payment Report - Fee Code Summary

Deposit Date: 06/01/2024 - 06/30/2024 Locations: JP4

Case Categories: Civil; Criminal

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

Fee Code Sum	mary								
Code Word	Description	Gross		Positive Adjus	tments	Negative Adjus	stments	Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CONT4	Constable Service Fee Pct #4	7,600.00	77	0.00	0	0.00	0	7,600.00	77
COPIES	Copies	138.00	1	0.00	0	0.00	0	138.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	7.36	1	0.00	0	0.00	0	7.36	1
DDF	Deferred Disposition Fee	722.73	9	0.00	0	0.00	0	722.73	9
EFF	Electronic Filing Fee	10.00	1	0.00	0	0.00	0	10.00	1
FNTC1	Child Safety Seat Fine Trauma Center	250.00	2	0.00	0	0.00	0	250.00	2
IDF	Indigent Defense Fee (LGC 133.107)	1.34	2	0.00	0	0.00	0	1.34	2
ISF	Indigent Legal Services Fee	6.00	1	0.00	0	0.00	0	6.00	1
JCTF	Judicial/Court Training Fee Due to State	5.00	1	0.00	0	0.00	0	5.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	2.66	2	0.00	0	0.00	0	2.66	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	2.66	2	0.00	0	0.00	0	2.66	2
JTP	Juvenile Truancy Program (CCP 102.0174)	3.34	2	0.00	0	0.00	0	3.34	2
LT10	Overpayments < \$10	0.00	1	0.00	0	0.00	0	0.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.05	1	0.00	0	0.00	0	0.05	1
OPR	Overpayment - Refund	10.00	1	0.00	0	0.00	0	10.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,550.00	311	0.00	0	0.00	0	1,550.00	311
SB41JCSF	Justice Court Support Fund	7,750.00	311	0.00	0	0.00	0	7,750.00	311
SB41LAF	Language Access Fund - LGC 135.155	930.00	311	0.00	0	0.00	0	930.00	311
SB41SCF	State Consolidated Fee	756.00	37	0.00	0	0.00	0	756.00	37
SFC4	Service/Arrest Fee - Const. 4	0.69	1	0.00	0	0.00	0	0.69	1
SFMCWV	State Fine - Motor Carrier Weight Violation	257.95	4	0.00	0	0.00	0	257.95	4
STF	State Traffic Fee (TC 542.4031)	15.87	1	0.00	0	0.00	0	15.87	1
TCC	Truancy Court Cost (HB2398)	100.00	2	0.00	0	0.00	0	100.00	2
TFC	Traffic	1.59	1	0.00	0	0.00	0	1.59	1
TP	Time Payment Fee	3.48	1	0.00	0	0.00	0	3.48	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	1.34	2	0.00	0	0.00	0	1.34	2
TPWF	Texas P&W Fine	289.86	5	0.00	0	0.00	0	289.86	5
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WF	Warrant Fee	6.98	1	0.00	0	0.00	0	6.98	1
WPOSS	Writ of Possession	40.00	8	0.00	0	0.00	0	40.00	8
WREEN	Writ of Re-entry	25.00	1	0.00	0	0.00	0	25.00	1

Printed on 07/02/2024 at 08:41:04 AM

TXWILLIAMSONPROD

Payment Report - Fee Code Summary

Deposit Date: 06/01/2024 - 06/30/2024 Locations: JP4

Case Categories: Civil; Criminal

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

Fee Code Sum	mary								
Code Word Description		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
WSF4	Constable #4 - Writ Service Fee	2,400.00	12	0.00	0	0.00	0	2,400.00	12
等数数据例		Gross		Positive Adjus	tments	Negative Adjus	stments	Net	
Fee Code S	ee Code Summary Totals		Number	Amount	Number	Amount	Number	Amount	Number
		81,838.26	2,562	0.00	0	0.00	0	81,838.26	2,562

Justice of the Peace 4 Consolidated Court Cost Calculation Sheet

Deposit Date: 6/01/2024-6/30/2024

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		\$3,124.01	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,093.40		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,115.72		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$892.57		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$22.32		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$3,124.01	\$3,124.01			100.000000%
Collected	\$3,124.01				

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

First United Methodist Church Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Mike Gleason Submitted By: Starla Hall, Sheriff

Department: Sheriff **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with First United Methodist Church Round Rock for off duty contracting of County Sheriff Deputies to be effective July 16, 2024

Background

This agreement gives permission for First United Methodist Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for traffic control at church events. This agreement will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First United Methodist Church

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/10/2024 04:55 PM

Form Started By: Starla Hall Started On: 07/10/2024 03:43 PM

Final Approval Date: 07/10/2024

20.

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

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

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

- 1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.
- 2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
- 3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

- 5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
- 6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
- 7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$\(\) 13 .00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
- 8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below

COUNTY:

Williamson County Auditor's Office

Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

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

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

- 10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
- 11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:
Name of Organization: First United Methodist Church Round Rock
Signature: Kary Domce
Printed Name: Kathy Dance
Title: Business Manager
Date: July 10, 2024
WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:
Name of Office: Sheriff
Printed Name of Official: Michael T. Gleason Signature of Official: Muchael T. Muchael T. Gleason
Date:
Address of Office: 508 S. Rock St. Georgetown, TX 78626

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

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By:
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626
D-4
Date:, 20

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

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of Service Agreement for Intensive Outpatient Services with Texas Community Supervision Alternatives, LLC

for Williamson County Family Recover Court Program

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 #2024232 Service Agreement between Williamson County and Texas Community Supervision Alternatives, LLC for the purchase of outpatient services in the amount of \$15,000.00 and authorizing the execution of the Agreement.

Background

The approval of this agreement will benefit participants in the Williamson County Family Recovery Court (FRC) program. These are parents who have substance abuse disorders, and who are involved in the Child Welfare court system. In many cases, they have completed inpatient treatment and Intensive Out Patient (IOP) is indicated as a 'step-down' for them or, in the alternative, IOP is more clinically appropriate than inpatient. The funding source is Grant 464P/464A/2.3. The department point is Ronald Morgan. General Council and Contract Review have both reviewed and approved the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form 1295

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 03:58 PM County Judge Exec Asst. Becky Pruitt 07/10/2024 04:16 PM

Form Started By: Barbi Hageman Started On: 07/08/2024 02:20 PM

Final Approval Date: 07/10/2024

21.

WILLIAMSON COUNTY AGREEMENT FOR INTENSIVE OUTPATIENT SERVICES

TEXAS COMMUNITY SUPERVISION ALTERNATIVES, LLC

This Agreement for Intensive Outpatient Services for the Williamson County Family Recovery Court ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("County") and TEXAS COMMUNITY SUPERVISION ALTERNATIVE, LLC ("Service Provider"), hereinafter each referred to as a "party" or collectively as the "parties". The County agrees to engage Service Provider, as an independent contractor, to provide certain professional services pursuant to the following terms, conditions, and restrictions:

1. Services

1.1. The County's Family Recovery Court (FRC) is an alternative to the traditional processing of Child Protective Services cases involving parents suffering from substance abuse. County is contracting with Service Provider to provide intensive outpatient services to FRC participants, as described in Exhibit "A," which is incorporated herein as if copied in full.

2. Term

2.1. <u>Term</u>. The Term of this Agreement shall commence in full force and effect as of the date of the last party's execution below and shall continue for twelve (12) months ("Initial Term"). After the Initial Term, this Agreement may be subsequently renewed in writing upon agreement of the parties.

3. Termination

3.1. <u>Termination for Convenience</u>. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. Upon termination of this Agreement, County shall compensate Service Provider for those services which were provided prior to termination, and which have not been previously invoiced to County.

4. Compensation

- 4.1. Service Provider will be compensated based on a fix fee as set out in Exhibit "A." The total not-to-exceed amount shall be Fifteen Thousand Dollars (\$15,000) per term. In no event will the amount paid by the County for all services under this Agreement exceed this amount without an amendment executed by the parties.
- 4.2. County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the

Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Service Provider of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- 4.3. <u>Limit of Appropriation</u>. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Williamson County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the County.
- 4.4. <u>Taxes</u>. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sale and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5. INDEMNIFICATION

5.1. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD **HARMLESS** COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, **AND DIRECTORS** PARTNERS, (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.

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

6. Applicable Law

6.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Williamson County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

7. Notice

7.1. Written notice or communication required by or relating to this Agreement shall be provided to the following party representatives:

7.1.1. County:

Williamson County Attn: Bill Gravell Jr., County Judge 710 S. Main Street, Ste. 101 Georgetown, Texas 78626

Curtesy Copy:

Ronald Morgan Director of District Court Administration 405 Martin Luther King Street Georgetown, Texas 78626

7.1.2. Service Provider:

Texas Community Supervision Alternatives, LLC 503 Main Street Georgetown, Texas 78626

8. General Terms

- 8.1. <u>No Waiver of Sovereign Immunity</u>. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity.
- 8.2. <u>Public Information Act</u>. Service Provider expressly acknowledges that County is subject to the Texas Public Information Act and, notwithstanding any provision to the contrary, County will make any information related to the Agreement available to third parties in accordance with the Texas Public Information Act.

- 8.3. No Agency Relationship. 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 Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement.
- 8.4. Compliance With All Laws. Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.
- 8.5. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 8.6. Right to Audit. Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.
- 8.7. <u>Assignments.</u> Service Provide may not assign any of its rights under this Agreement, except with the prior written consent of the County.
- 8.8. <u>Confidentiality</u>. 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.
- 8.9. <u>Foreign Terrorist Organization</u>. 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.

8.10. <u>Media Releases.</u> Service Provider shall not use County's name, logo, or other likeness in any press release, marketing material, or other announcement without the County's prior written approval.

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 my be amended only by written instrument signed by each party to this Agreement.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by the parties.

WILLIAMSON COUNTY:	SERVICE PROVIDER:
	Texas Community Supervision Alternatives, LLC
Authorized Signature	Name of Service Provider
	Dean Caldy Authorized Signature
County Judge/Presiding Officer	Authorized Signature
Date: , 20	Dean P. Eddy, Managing Owner
	Printed Name
	Date: July 2 , 2024

Exhibit A

Description of Services & Program Costs

1. Advanced Recovery Education (ARE) Level 1 and 2

A. ARE Program Overview. This program explores many elements but has an emphasis on recovery from thinking and choices which caused troubles associated with the abuse of substances and/or alcohol. Both Levels 1 and 2 consist of 30 hours of core group sessions consisting of 8 to 15 participants. These 30 hours are attended in 10 weekly 3-hour sessions.

The core ARE curriculum and structure are designed to allow participants to:

- Explore how past thinking and choices may have (or, is starting to) developed into a life pattern of negative consequences
- Recognize successes and build upon those; discover what voids and needs alcohol and/or substance abuse satisfied in the past and how this can be better accomplished with developing a recovery lifestyle including more healthy thinking/people/activities/places/ and, things
- Build a satisfying recovery lifestyle vision and getting started working on goals consistent with this vision;
 and, be introduced to supportive tools and other self-help programs and resources to assist with continued success

Level 1 Core Programming is followed up with three monthly recovery maintenance sessions and includes the requirement to attend, participate in, and document 8 recovery support meetings (example: Celebrate Recovery, Alcoholics Anonymous, SMART Recovery and, Narcotics Anonymous) during the course of their program time. Participants are also subject to substance and alcohol detection screenings/urinalysis if required or requested.

Level 2 Core Programing includes three individual counseling sessions with core programing being followed up with two monthly recovery maintenance sessions for three months and includes the requirement to attend, participate in, and document 16 recovery support meetings (example: Celebrate Recovery, Alcoholics Anonymous, SMART Recovery and, Narcotics Anonymous) during the course of their program time. Participants are also subject to substance and alcohol detection screenings/urinalysis if required or requested.

- **B.** Enrollment. Family Recovery Court Staff will email courses@txsupervision.org with the first and last name of the participant and "ARE requested" in the subject line. Agency will complete an assessment to determine whether the participant should be placed in ARE Level 1 or ARE Level 2.
- **C. Course Location.** Courses will be offered in-facility at TCSA's Georgetown and Temple locations as well as via web-based classroom options. Services will be provided by Licensed Counselors. Information for locations and program participation options will be included within our reply to your enrollment request email.
- **D. Progress Reporting.** Monthly progress reports will be provided by TCSA staff to Family Recovery Court Staff, and a certificate of completion will be provided on successful completion of participation in this program.

Exhibit A

Description of Services & Program Costs

E. ARE Program Costs.

i. ARE Level 1.

30 hours (Core Sessions): 10 three-hour sessions at \$50 per session = \$500

9 hours (Recovery Maintenance Sessions): 3 three-hour sessions at \$50 per session = \$150

Total for ARE 1 = \$650

ii. ARE Level 2.

30 hours (Core Sessions): 10 three-hour sessions at \$50 per session = \$500

18 hours (Recovery Maintenance Sessions): 6 three-hour sessions at \$50 per session = \$300

3 hours of individual counseling: 3 one-hour sessions at \$80 per session = \$240

Total for ARE 2 = \$1,040

2. Recovery Maintenance (RM) Program

- **A. Program Overview.** RM is designed to support and enhance past core recovery work. During these three hour sessions, participants present recovery and thinking check-ins which generate topics for discussion. Core elements of recovery are reviewed and discussed in the context of current life situations.
- **B.** Enrollment. Family Recovery Court Staff will email courses@txsupervision.org with the first and last name of the participant and "Recovery Program requested" in the subject line.
- **C. Course Location.** Courses will be offered in-facility at TCSA's Georgetown and Temple locations as well as via web-based classroom options. Services will be provided by Licensed Counselors. Information for locations and program participation options will be included within our reply to your enrollment request email.
- **D. Progress Reporting.** Monthly progress reports will be provided by TCSA staff to Family Recovery Court Staff, and a certificate of completion will be provided on successful completion of participation in this program.
- E. Recovery Maintenance Program Costs.

Total for each three hour Recovery Maintenance Sessions = \$50

3. <u>Diversion Opportunity Class (DOC) Program</u>

A. **Program Overview.** DOC is a brief, cognitive skills, educational program designed to provide an introduction to cognitive skills and allow for practice of these skills; allow for exploration, evaluation, and challenging of past thinking and choices which have caused troubles, assess current satisfaction with life domains (such as health, family, financial, social etc.) and develop a lifestyle vision plan; and provide an introduction to supportive community self-help resources and services; assess current relationships and explore healthy vs unhealthy boundaries as this pertains to long term success and satisfaction. The program has three emphasis areas: aggression control/anger management within all relationships (including domestic relationships); money

Exhibit A

Description of Services & Program Costs

management/theft prevention; and consequences of substance/alcohol abuse and developing a healthy lifestyle. The DOC program consists of five (5) two hour sessions, for 10 total group hours.

- B. **Enrollment.** Family Recovery Court Staff will email courses@txsupervision.org with the first and last name of the participant and "DOC Program Requested" in the subject line.
- C. **Course Location.** Courses will be offered in-facility at TCSA's Georgetown and Temple locations as well as via web-based classroom options. Services will be provided by Licensed Counselors. Information for locations and program participation options will be included within our reply to your enrollment request email.
- D. **Progress Reporting.** Monthly progress reports will be provided by TCSA staff to Family Recovery Court Staff, and a certificate of completion will be provided on successful completion of participation in this program.
- E. Recovery Maintenance Program Costs.
 Total for DOC program is \$300

4. Invoicing Procedures

TCSA will invoice monthly for each session attended by a participant. Invoices will be sent to frc@wilco.org. The invoice shall include information to identify the participant and the number of sessions that participant has attended during the period in such a way that the use of funds can be accurately tracked.

TCSA will invoice for unexcused missed sessions (at the above sessions' rates) to the Participant and will report this information to the referring party (Family Recovery Court).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

F					1 of 1	
L	Complete Nos. 1 - 4 and 6 if there are interested partie Complete Nos. 1, 2, 3, 5, and 6 if there are no interested	es. ed parties.	CE	OFFICE US		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			CERTIFICATION OF FILING Certificate Number:		
	Texas Community Supervision Alternatives, LLC	2024	2024-1184816			
2	Georgetown, TX United States	Date	Date Filed:			
-	Name of governmental entity or state agency that is being filed.		07/0	07/08/2024		
L	Texas Community Supervision Alternatives, LLC		Date Acknowledged:			
3	Provide the identification number used by the government description of the services, goods, or other propert 2024232	ernmental entity or state agency to track or identify ty to be provided under the contract.	y the co	ontract, and pro	ovide a	
	Counseling Services					
4	Name of Interested Party			Nature o	f interest	
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5 (Check only if there is NO Interested Party.					
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		12.4	/	(month)	(year)	
		Signature of authorized agent of control (Declarant)	acting b	ousiness entity		
rm	s provided by Texas Ethics Commission	www.ethics.state.tx.us		Version V4	1.0.d378aha0	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

							1 of 1	
	mplete Nos. 1 - 4 and 6 if there are interested parties. mplete Nos. 1, 2, 3, 5, and 6 if there are no interested par	rties.				OFFICE USE		
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	kas Community Supervision Alternatives, LLC				2024-3	1184816		
	orgetown, TX United States				Date F	iled:		
	ne of governmental entity or state agency that is a pa	arty to the	contract for which t	he form is	07/08/	2024		
	ng filed. kas Community Supervision Alternatives, LLC				Date Acknowledged: 07/08/2024			
	vide the identification number used by the governme scription of the services, goods, or other property to				the cor	ntract, and prov	vide a	
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Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of FINAL Extension of Lease Renewal for Contract #T1199 for 9769 Hwy 29 W. Georgetown for Facilities

Management

Submitted For: Joy Simonton Submitted By: Andrew Portillo, Purchasing

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the fourth and final extension period for Lease Property 9769 Hwy 29 W, Georgetown, Texas 78626, Contract #T1199, to Brenda Damer for the term of October 01, 2024 through September 30, 2025.

Background

This is the fourth and FINAL extension of four (4) renewal options. Rent is \$1,328.47 per month plus \$361.08 per month for ad valorem taxes assessed against improvements of the premises in the preceding calendar year, for a total of \$1,689.55 per month. This is a revenue contract that is managed by Facilities Management. Points of contact are Christi Stromberg and Shantil Moore. Form 1295 not required for individuals doing business with a governmental entity.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Agreement

Renewal #1

Renewal #2

Renewal #3

Renewal #4 (Final)

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 08:20 AM County Judge Exec Asst. Becky Pruitt 07/10/2024 11:23 AM

Form Started By: Andrew Portillo Started On: 06/25/2024 01:23 PM

Final Approval Date: 07/10/2024

22.

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between <u>Williamson County</u>, <u>Texas</u>, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and Brenda Damer, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes form the Landlord, all that certain plot of land with the dwelling thereon known and described as <u>9769 HWY 29 W</u>, <u>Georgetown</u>, <u>Texas</u>, <u>78628</u>, as further described below, (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

- 1. PREMISES. The "Premises" shall mean and include the residential house located at 9769 HWY 29 W, Georgetown, Texas, 78628, along with the improvements located thereon. The improvements consist of a +/- 480 s/f detached game room located adjacent to the rear covered porch of the house and a +/- 1200 s/f detached garage/storage (without electricity) located near the house that contains a 12 X 18 covered storage located along the rear, fenced area between the house. The acreage surrounding the house and improvements shall not be included in this Lease.
- 2. The "Initial Term" of this Lease shall be One (1) Year commencing on October 1, 2020 ("Commencement Date") and ending on September 30, 2021 at 11:59 p.m. ("Termination Date").
- 3. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand Twenty Five Dollars and Zero Cents (\$1,025.00) plus Four Hundred Eighty Four Dollars and Fifty Seven Cents (\$484.57), which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the (1st) day of October, 2020 at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing.
- *An amount equal to one-twelfth the amount of the annual ad valorem taxes assessed against the premises (taxes assessed against only the improvements and excluding the surrounding acreage) in the preceding calendar year shall be added to the monthly rental amount. The sum of the monthly rent amount and the one-twelfth the amount of the annual ad valorem taxes assessed in the preceding calendar year shall constitute the Initial Base Rent for the Initial Term. The Base Rent for each Extension Term following the Initial Term shall be the Base Rent, as may be adjusted as set forth below, plus one-twelfth the amount of the annual ad valorem taxes assessed against the premises in the preceding calendar year.
- 4. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of <u>Twenty Five and No/100</u>

<u>Dollars (\$25.00)</u>, plus additional late charges of <u>Fifteen and No/100 Dollars (\$15.00)</u> per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord <u>Twenty Five and No/100 Dollars (\$25.00)</u> for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

5. OPTION TO EXTEND LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term. This lease may only be extended for up to a maximum of Four (4) separate One (1) Year Extension Terms.

The Base Rent will be adjusted on each new commencement date of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the Base Rent will be determined by multiplying the Initial Base Rent by a fraction, the numerator of which is the index number for the most recent publication of the above referenced CPI before the adjustment and the denominator of which is the index number for the first month of the first year of the Term. If the product is greater than the Initial Base Rent, Tenant will pay this greater amount as Base Rent until the next rental adjustment. Base Rent will never be less than the Initial Base Rent.

- 6. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.
- 7. SECURITY DEPOSIT. On the execution of this Lease, Tenant shall deposit with Landlord an amount equal to Initial Base Rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Tenant, and it shall be returned to Tenant, without interest and less any lawful deductions of same, on full performance of the

provisions of this Lease. <u>Tenant must give Landlord at least Thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit. The Landlord shall return or account for the security deposit within Thirty (30) days after Tenant surrenders the Property (vacating the Premises and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.</u>

Landlord may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Premises and its contents for which Tenant is responsible; (e) pet violation charges; (f) replacing unreturned keys, garage door openers or other security devices; (g) the removal of all unauthorized locks, fixtures, improvements installed by Tenant; (h) insufficient light bulbs; (i) packing, removing, and storing abandoned property; (j) removing abandoned or illegally parked vehicles; (k) costs of reletting, if Tenant is in default; (l) attorney's fees and costs of court incurred in any proceeding against Tenant; and/or (m) other items Tenant is responsible to pay under the terms of this Lease or any extension of the term of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Tenant will pay Landlord the excess amount within Ten (10) days after Landlord makes written demand on Tenant. The security deposit will be applied first to any non-rent items, including but not limited to late charges, returned check charges, repair charges, and unpaid utility charges, then to any unpaid rent.

- 8. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
- 9. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

- 10. NUMBER AND NAMES OF OCCUPANTS. The Premises may be occupied by no more than <u>Five (5)</u> persons, consisting of <u>Two (2)</u> adults and <u>Three (3)</u> children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than <u>Fourteen (14)</u> consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.
- 11. CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT

INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS SCHEDULE "A", NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN 48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).

- 12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.
- ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

- 14. DAMAGE TO PREMISES. If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenantable; provided that, in the event of damage by fire or other casualty in the amount of more than \$5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.
- 15. CARE AND MAINTENANCE. Tenant, after inspecting the Premises, completed the attached **Schedule** "A" inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as lessee finds the premises, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to put the Premises in the same condition as when Tenant entered; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.
- 16. INSURANCE. Tenant hereby agrees to maintain, at all times during any term of this Lease, at Tenant's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Tenant's use of the Premises, in an amount of at least <u>Five Hundred Thousand Dollars</u> (\$500,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Landlord, authorized to engage in the business of general liability insurance in the state of Texas, and name Landlord as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Tenant shall deliver to Landlord annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Tenant further agrees to maintain at all times during any term of this Lease, at Tenant's cost, broad coverage fire and casualty insurance on its property and to provide Landlord with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Tenant's property will not be covered by any hazard insurance that may be carried by Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant, excluding the building structures and improvements owned by the Landlord.

Tenant shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Landlord Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Tenant and shall be for a period of at least One (1) year.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, septic system,

wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer/septic system; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease. Tenant acknowledges that the Premises is serviced by an onsite sewer septic facility (OSSF) and that, at Tenant's expense, proper use and maintenance of the OSSF will be necessary.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; promptly notify Landlord of all needed repairs; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all required repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures whenever damage to them has resulted from Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$5,000.00 per incident that is not due to Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor and all repairs necessary to alleviate a condition that materially affects the physical health and safety of an ordinary tenant will be the responsibility of Landlord or Landlord's assigns.

All requests for repairs, by the Tenant, must be in writing and delivered to the Landlord or its agent at the Landlord's address for notices, as set out in this Lease. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's prior written consent. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item in need of repair or replacement, and the selection of the repairmen, will be at the Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day, unless required to do so by law. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord for any repair costs that Tenant is obligated to pay, Tenant shall be deemed to be in default of this Lease. If Tenant is

delinquent in rent at the time the repair notices are delivered to Landlord, Landlord is not obligated to make the repairs. If Landlord or Landlord's repairman is unable to access the Premises after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges resulting from Tenant's failure to provide access to the Premises.

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. ANIMALS. Tenant shall not keep, temporarily or permanently, any domestic or other animals, which shall include but not be limited to mammals, birds, reptiles, fish, rodents and/or insects, on or about the Premises without the prior written consent of Landlord. In the event Landlord gives such prior written consent to Tenant which allows Tenant to keep an animal on the Premises, Landlord, in Landlord's sole discretion, may require that Tenant provide Landlord with animal and/or pet deposit, in an amount set by Landlord, prior to the Tenant's placing such animal on the Premises. If Landlord gives such consent, it may be revoked at any time at Landlord's sole discretion.

If Tenant violates this restriction against keeping animals on the Premises, Tenant shall pay Landlord a fee of \$25.00 per day per animal for each day Tenant violates the animal restriction as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver said animal to the appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be responsible for or liable for any harm, injury, death or sickness to any unauthorized or authorized animal of Tenant. Tenant is responsible for and liable for any damage or required repair or cleaning of the Premises caused by any unauthorized or authorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed from the Premises.

- 20. SMOKING. Tenant and Tenant's family, agents, guests, invitees and/or visitors may not smoke any type of tobacco or non-tobacco product inside the residence or any of the improvements and/or buildings on the Premises. Tenant shall be in default if Tenant should fail to comply with Landlord's no smoking prohibition.
- 21. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.
- 22. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the

parties regarding smoke detectors. All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.

- 23. VEHICLES. Tenant may not permit more than $\underline{4}$ vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.
- 24. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; making repairs to the Premises; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.
- 25. DISPLAY OF SIGNS BY LANDLORD. During the term of this Lease or any Extension Term of same, Landlord or Landlord's agent may display "For Sale," "For Rent," or "Vacancy" signs on the Premises and may show the property to prospective purchasers or tenants.
- 26. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.
- 27. LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO

INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

- 28. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.
- 29. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.
- 30. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be <u>Two (2)</u> times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

31. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for <u>Three (3)</u> days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

- a. Any lost rents;
- b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
- c. Repairs to the Premises for use beyond normal wear and tear;
- d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
- e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
- f. Any other recovery to which the Landlord may be entitled by law or in equity.
- 32. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.
- 33. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS

Landlord a lien for unpaid rent that is due, covering all nonexempt property of Tenant that is in the residence. Landlord shall have the right to seize Tenant's nonexempt personal property to secure the payment of sums due under this Lease, in the manner provided by law, and if Landlord seizes any such property, Landlord shall give notice to Tenant, and Tenant may obtain the return of the property, all as provided in section 54.044 of the Texas Property Code. Landlord is entitled to collect a charge for packing, removing and storing property so seized, and if the property is sold, Landlord may also collect a charge for the costs of selling the property.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN <u>SEVEN (7)</u> DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

34. TENANT'S DESIGNEE IN THE EVENT OF DEATH. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee	Kimberly Gault, Daughter	John Garner, Son
Address of Designee	399 State Route 511	PO Box 1607
Address of Designee	Nova, Ohio 44859 (512)	Liberty Hill, TX 78642
Telephone Number of Designee	635-2482	(325) 733-2232

and in the event of Tenant's death, Landlord is further authorized to:

- a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;
- b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.
- 35. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.
- 36. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

- 37. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.
- 38. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.
- 39. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 40. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.
- 41. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

42. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Williamson County Facilities Attn: Senior Director 3101 S. E. Inner Loop Georgetown, Texas 78626 Phone: (512) 943-1609 Fax: (512) 930-3313

Fax: (512) 930-3313

Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities 3101 S. E. Inner Loop Georgetown, Texas 78626 Daytime Phone: (512) 943-1599

After Hours Phone: (512) 943-1389 or

(512) 943-1390 Fax: (512) 930-3313

Email: facilities@wilco.org

43. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Williamson County

Attn: County Judge 710 Main Street, Suite 101 Georgetown, Texas 78628

With a copy to: Williamson County Facilities

Attn: Senior Director 3101 S. E. Inner Loop Georgetown, Texas 78626

Tenant's Address: PO Box 1607

Liberty Hill, TX 78642

- 44. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant 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 person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.
- 45. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.
- 46. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.
- 47. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.
- 48. NO THIRD PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.
- 49. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord 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.

- 50. 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 Lease. 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.
- 51. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.
- 52. EXECUTION IN COUNTERPARTS. This Lease 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.
- 53. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

- (1) Terminate the lease;
- (2) Have the condition repaired or remedied;
- (3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and
- (4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.

Note that if Tenant chooses to terminate the lease, the following applies:

- (1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;
- (2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
- (3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).

Signed, sealed and delivered to be effective as of the date of the last party's execution below.

LANDLORD:	TENANT:
WILLIAMSON COUNTY, TEXAS	
By: Judge Bill Gravell Jr. (Aug 19, 2020 08:09 CDT)	By: Brenda Damer Brenda Damer (Aug 7, 2020 11:35 CDT) Bronda Damer
Bill Gravell, Jr., Williamson County Judge	Name: Brenda Damer
Date:Aug 19, 2020	Date: _Aug 7, 2020

SCHEDULE "A"

INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY

Tenant must complete this checklist, noting the condition of the rental property, and return it to the Landlord when Landlord delivers possession of the rental property.

	Beginning Condition	Ending Condition
Living Room		
Door (including locks)		
Patio door		
Screen door		
Carpet		
Walls		
Ceiling		
Plugs and switches		
Dining Room		
Carpet		
Walls		
Ceiling		
Lights and switches		
Entry		
Door		
Ceiling		
Walls		
Carpet/floor		
Hallway		
Carpet		

Walls	
Ceiling	
Switches and plugs	
Hall Closet	
Door	
Ceiling	
Shelves	
Carpet/floor	
Kitchen	
Vinyl	
Walls	
Ceiling	
Lights and switches	
Stove/oven	
Refrigerator	
Disposal	
Sink	
Cabinets	
Countertop	
Bedroom #1	
Door	
Windows	
Screens	
Carpet	
Walls	

Ceiling	
Lights and switches	
Closet	
Bedroom #2	
Door	
Windows	
Screens	
Carpet	
Walls	
Ceiling	
Lights and switches	
Closet	
Bedroom #3	
Door	
Windows	
Screens	
Carpet	
Walls	
Ceiling	
Lights and switches	
Closet	
Bathroom	
Door	
Vinyl	
Walls	

Ceiling		
Sink		
Tub and shower		
Toilet		
Cabinet and shelves		
Closet		
Towel bars		
Lights and switches		
Basement		
Door		
Furnace		
General area		
Stairway		
Lights and switches		
The above is a complete inventory checklist of the HWY 29 W, Georgetown, Texas 78628. Beginning Condition Inventory Checklist made of		
Ending Condition Inventory Checklist made of (Additional checklist to be completed at termination and Surrender of Premi	nation and surrender of Premises.	, 20 . For a blank
Landlord	Tenant	

RESIDENTIAL LEASE AGREEMENT - Hwy 29 Property - Damer

Final Audit Report 2020-08-07

Created: 2020-08-07

By: Thomas Skiles (blake.skiles@wilco.org)

Status: Signed

Transaction ID: CBJCHBCAABAAUPMeMxh06WbeCENVYsm705pcCoqnru0N

"RESIDENTIAL LEASE AGREEMENT - Hwy 29 Property - Dam er" History

- Document created by Thomas Skiles (blake.skiles@wilco.org) 2020-08-07 3:35:12 PM GMT- IP address: 173,219,39,210
- Document emailed to Brenda Damer (brdamer0326@gmail.com) for signature 2020-08-07 3:36:29 PM GMT
- Email viewed by Brenda Damer (brdamer0326@gmail.com) 2020-08-07 4:31:47 PM GMT- IP address: 66.102.7.156
- Document e-signed by Brenda Damer (brdamer0326@gmail.com)
 Signature Date: 2020-08-07 4:35:19 PM GMT Time Source: server- IP address: 162.251.9.139
- Signed document emailed to Brenda Damer (brdamer0326@gmail.com) and Thomas Skiles (blake.skiles@wilco.org)
 2020-08-07 4:35:19 PM GMT



Agenda Item #40 8-18-2020 (Residential Lease Agreement)

Final Audit Report 2020-08-19

Created: 2020-08-18

By: Thomas Skiles (blake.skiles@wilco.org)

Status: Signed

Transaction ID: CBJCHBCAABAAP6isnm2b-zDzJ61Bs3LMNTP5ICjHEfnw

"Agenda Item #40 8-18-2020 (Residential Lease Agreement)" Hi story

- Document created by Thomas Skiles (blake.skiles@wilco.org) 2020-08-18 8:33:46 PM GMT- IP address: 66.76.4.65
- Document emailed to aschiele@wilco.org for delegation 2020-08-18 8:34:22 PM GMT
- Email viewed by aschiele@wilco.org 2020-08-18 9:45:22 PM GMT- IP address: 23.103.201.254
- Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org 2020-08-18 9:45:38 PM GMT- IP address: 66.76.4.65
- Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature 2020-08-18 9:45:38 PM GMT
- Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org) 2020-08-19 1:08:10 PM GMT- IP address: 23.103.201.254
- Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)

 Signature Date: 2020-08-19 1:09:33 PM GMT Time Source: server- IP address: 66.76.4.65
- Signed document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org), aschiele@wilco.org, Thomas Skiles (blake.skiles@wilco.org), and becky.pruitt@wilco.org
 2020-08-19 1:09:33 PM GMT



AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT

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

Tenant: Brenda Damer

Residential Lease Agreement:

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas (hereinafter referred to as the "Landlord"), and Brenda Damer, (hereinafter referred to as "Tenant"), being dated effective August 19, 2020, wherein Landlord agreed to lease the residence located at 9769 HWY 29 W, Georgetown, Texas 78626, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described herein.

Agreement to Extend Residential Lease:

Following the Initial Term of the Residential Lease and in accordance with Paragraph 5 of the Residential Lease, Tenant requested to extend the Residential Lease for an additional Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on October 1, 2021 and continuing thereafter until September 30, 2022, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the first of the four allowable One (1) year Extension Terms.

Rent During Extension Term:

Tenant agrees to pay, without demand, deduction or offset, to Landlord, as rent for the Premises during the Extension Term subject of this agreement, One Thousand and Seventy-Four Dollars and 66/100 (\$1074.66), plus Four Hundred and Ninety Dollars and 39/100 (\$490.39)*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, on the first (1*) day of each calendar month in advance, beginning on the 1* day of October of the Extension Term at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such place as Landlord may designate in writing.

*ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease

To the extent that any terms, covenants or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other existing terms,

covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF THE 1ST DAY OF OCTOBER, 2021:

LANDLORD:

Williamson County, Texas

By: Bill Gravell (Sep 21, 2021 15:43 CD

Bill Gravell, Jr. County Judge

TENANT:

D I D

AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT

Landlord:

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

Tenant:

Brenda Damer

Residential Lease Agreement:

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas (hereinafter referred to as the "Landlord"), and Brenda Damer, (hereinafter referred to as "Tenant"), being dated effective August 19, 2020, wherein Landlord agreed to lease the residence located at 9769 HWY 29 W. Georgotown, Texas 78626, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described herein.

Agreement to Extend Residential Lease:

Following the Initial Term of the Residential Lease and in accordance with Paragraph 5 of the Residential Lease, Tenant requested to extend the Residential Lease for an additional Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on October 1, 2022 and continuing thereafter until September 30, 2023, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the second of the four allowable One (1) year Extension Terms.

Rent During Extension Term:

Tenant agrees to pay, without demand, deduction or offset, to Landlord, as rent for the Premises during the Extension Term subject of this agreement, One Thousand and Seventy-Four Dollars and 66/100 (\$1074.66), plus Six Hundred and Forty-Eight Dollars and 65/100 (\$648.65)*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, on the first (1st) day of each calendar month in advance, beginning on the 1st day of October of the Extension Term at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such place as Landlord may designate in writing.

*ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease

To the extent that any terms, covenants or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other existing terms, covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF THE $1^{\rm st}$ DAY OF OCTOBER, 2022:

LANDLORD:

Williamson County, Texas

By: Bill Gravell (Jul 13, 2022 08:16 CDT)

Bill Gravell, Jr. County Judge

TENANT:

Branda Damer

AGREEMENT TO EXTEND RESIDENTIAL LEASE **AGREEMENT**

Landlord:

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

Tenant: Brenda Damer

Residential Lease Agreement:

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas (hereinafter referred to as the "Landlord"), and Brenda Damer, (hereinafter referred to as "Tenant"), being dated effective August 19, 2020, wherein Landlord agreed to lease the residence located at 9769 HWY 29 W, Georgetown, Texas 78626, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described herein.

Agreement to Extend Residential Lease:

Following the Initial Term of the Residential Lease and in accordance with Paragraph 5 of the Residential Lease, Tenant requested to extend the Residential Lease for an additional Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on October 1, 2023, and continuing thereafter until September 30, 2024, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the third of the four allowable One (1) year Extension Terms.

Rent During Extension Term:

Tenant agrees to pay, without demand, deduction or offset, to Landlord, as rent for the Premises during the Extension Term subject of this agreement, One Thousand and Ninety Dollars and 90/100 (\$1,090.90), plus Four Hundred Nineteen Dollars and 94/100 (\$419.94)*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, on the first (1st) day of each calendar month in advance, beginning on the 1st day of October of the Extension Term at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such place as Landlord may designate in writing.

*ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease

To the extent that any terms, covenants, or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other existing terms, covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF THE 1ST DAY OF OCTOBER, 2023:

LANDLORD:

Wil	liamson County, Texas
By:	
	Bill Gravell, Jr.
	County Judge

TENANT:

Brenda Damer

AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT

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

Tenant: Brenda Damer

Residential Lease Agreement:

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas (hereinafter referred to as the "Landlord"), and Brenda Damer, (hereinafter referred to as "Tenant"), being dated effective August 19, 2020, wherein Landlord agreed to lease the residence located at <u>9769 HWY 29 W</u>, Georgetown, Texas 78626, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described herein.

Agreement to Extend Residential Lease:

Following the Initial Term of the Residential Lease and in accordance with Paragraph 5 of the Residential Lease, Tenant requested to extend the Residential Lease for an additional Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on October 1, 2024, and continuing thereafter until September 30, 2025, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the fourth and final of the four allowable One (1) year Extension Terms.

Rent During Extension Term:

Tenant agrees to pay, without demand, deduction or offset, to Landlord, as rent for the Premises during the Extension Term subject of this agreement, One Thousand Three Hundred Twenty-Eight Dollars and 47/100 (\$1,328.47), plus Three Hundred Sixty-One Dollars and 08/100 (\$361.08)*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, on the first (1st) day of each calendar month in advance, beginning on the 1st day of October of the Extension Term at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such place as Landlord may designate in writing.

*ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease

To the extent that any terms, covenants, or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other existing terms, covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF THE 1ST DAY OF OCTOBER, 2024:

LANDLORD:
Williamson County, Texas
By:Bill Gravell, Jr. County Judge
By: Brenda Damer

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of Addendum for Data Projections Inc General Terms and Conditions for the Expansion of Audio for

23.

Magistrate for Facilities Management

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

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Addendum for Data Projections Inc., General Terms and Conditions, #2024227, for the Expansion of Audio for Magistrate for Facilities Management, in the amount of \$4,038.06, pursuant to Cooperative Purchasing – TIPS 230105, and authorize execution of the agreement.

Background

This Addendum for Data Projections Inc., General Terms and Conditions, between Williamson County and Data Projections Inc., relates to the audio system upgrades and installation at the Williamson County Jail Facility located at 306 West 4th Street, Georgetown, TX 78626. Detailed Scope of Work is attached. Funding Source is 01.0100.1008.004509. Point of contact is Thomas Crockett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Form 1295 - Data Projections Inc

Final Approval Date: 07/10/2024

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 08:51 AM County Judge Exec Asst. Becky Pruitt 07/10/2024 11:17 AM

Form Started By: Stacian Williams Started On: 06/26/2024 02:05 PM

WILLIAMSON COUNTY ADDENDUM FOR DATA PROJECTIONS GENERAL TERMS AND CONDITIONS

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 ADDENDUM FOR DATA PROJECTIONS GENERAL TERMS AND CONDITIONS ("Agreement") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Data Projections, 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 assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

<u>Incorporated Documents</u>: This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Data Projections Proposal;
- B. TIPS #230105; and
- C. This Williamson County Addendum.

II.

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 Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. 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.

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

IV.

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

V.

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

VI.

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Agreement is Four Thousand Thirty-Eight Dollars and Six Cents (\$4,038.06).

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 agreement; (2) the date the performance of the service under the agreement 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.

VII.

<u>Termination</u>: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving fourteen (14) days written

notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and good actually received.

VIII.

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

Type of Coverage

Limits of Liability

a. Worker's Compensation Statutory

b. Employer's Liability

Bodily Injury by Accident \$500,000 Ea. Accident Bodily Injury by Disease \$500,000 Ea. Employee Bodily Injury by Disease \$500,000 Policy Limit

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

COVERAGE PER PERSON PER OCCURRENCE

Comprehensive

General Liability \$1,000,000 \$1,000,000

(including premises, completed operations and contractual)

Aggregate policy limits: \$2,000,000

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

COVERAGE PER PERSONPER OCCURRENCE

Bodily injury \$1,000,000 \$1,000,000

(including death)

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

IX.

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

X.

<u>Texas Law Applicable to Indemnification</u>: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

XI.

<u>Public Information:</u> 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.

XII.

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

[SIGNATURES TO FOLLOW]

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

WILLIAMSON COUNTY:	SERVICE PROVIDER:			
	Data Projections, Inc.			
Authorized Signature	Name of Service Provider			
Judge Bill Gravell, Jr.,	Mark D. Mazac Authorized Signature			
County Judge	Authorized Signature			
Date:	Mark D. Mazac			
	Printed Name			
	Date: June 25th, 2024			

Exhibit "A"



Gooseneck Mics - Audio Expansion - DT Jail Magistrate

Quote Number:

Contract Number: TIPS 230105

Date: 05/29/2024 Expiry Date: 06/30/2024

Prepared for:

Williamson County

Accounts Payable

accountspayable@wilco.org



Data Projections, Inc 3700 W. Sam Houston Pkwy S. Ste 525 Houston, TX 77042 Tel: 866.CALL.DPI (225.5374) www.dataprojections.com

Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio System Upgrades and Installation at the Williamson County Jail facility in Georgetown, Texas.

-Project Location:

Williamson County Courthouse

306 West 4th Street

Georgetown, TX 78626

-Onsite Point of Contact:

Don Heflin

Williamson County

Phone: 512-409-6222

Don.Heflin@wilco.org

SCOPE OF WORK - WILCO - Downtown Jail Audio System Changes for Magistrate Processing

Data Projections will provide, install, and test the following as summarized below:

DPI will add 2 Gooseneck mics for the prosecution and defense areas. They will be commissioned with mute feedback functionality.

A logic processor will be installed in the ceiling rack to accommodate the extra mics. The Gooseneck microphones will be wired, but will go into an XLR to Dante adapter to be able to send audio to the DSP.

Reviewed and Approved by Projects Team (6/3/24)

Quote No.



PROGRAMMING LABOR COMMISSIONING LABOR

Data Projections, Inc 3700 W. Sam Houston Pkwy S. Ste 525 Houston, TX 77042 Tel: 866.CALL.DPI (225.5374)

www.dataprojections.com

\$800.00

\$600.00

\$2,800.00

INSTALLATION SERVICES SUBTOTAL:

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ADP-DAI-AU-1X0	AUDINATE	DANTE AVIO 1 CHANNEL	1.00	\$171.40	\$171.40
911.0315.900	BIAMP SYSTEMS	TESIRA POE LOGIC EXPANDER WITH 16 LOGIC GPIO (4 GPIO ARE CONFIGURABLE FOR POTENTIOMETER INTERFACE)	1.00	\$476.54	\$476.54
MX418D/C	SHURE	CARDIOID-18" DESKTOP GOOSENECK CONDENSER MICROPHONE, ATTACHED 10 XLR CABLE, LOGIC FUNCTIONS, PROGRAM	2.00	\$295.06	\$590.12
				SUBTOTAL:	\$1,238.06
PROFESSIONAL INSTA	LLATION SERVICES				
Installation Services Det	ails				TOTAL PRICE
PROJECT MANAGEMEN	Т				\$150.00
DESIGN/ENGINEERING					\$450.00
INSTALLATION LABOR					\$800.00

Quote No.



Data Projections, Inc 3700 W. Sam Houston Pkwy S. Ste 525 Houston, TX 77042 Tel: 866.CALL.DPI (225.5374) www.dataprojections.com

Gooseneck Mics - Audio Expansion - DT Jail Magistrate

Prepared by:

Data Projections, Inc.

11110 Metric Blvd, Ste D1

Austin, TX 78758

Mark Mazac

(512) 970 5519

mmazac@dataprojections.com

Job Location:

Wilco DT Jail

306 W. 4th Street
Georgetown, TX 78626
Don Heflin

Don.Heflin@Wilco.Org

Quote Information:

Quote Number:

Date: 05/29/2024

Expiry Date: 06/30/2024 P.O. No: 182234

Contract No: TIPS 230105

Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	\$1,238.06
PROFESSIONAL INSTALLATION SERVICES	\$2,800.00
Subtotal:	\$4,038.06
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$4,038.06

Interested in our AVaaS offering or other service options? Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Data Projections, Inc. SIGNATURE:		Williamson County	Williamson County	
		SIGNATURE:		
NAME:	Mark Mazac	NAME:		
TITLE:	Account Executive	TITLE:		
DATE:	06/04/2024	DATE:		

Quote No.



Data Projections, Inc 3700 W. Sam Houston Pkwy S. Ste 525 Houston, TX 77042 Tel: 866.CALL.DPI (225.5374) www.dataprojections.com

GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- · All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- · Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- · Patching and Painting.
- · Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- · All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration
 of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available
 which could result in project completion delays and additional storage and delay fees; payment in full for the materials and
 equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and
 liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.

Quote No. 5 / 7



Data Projections, Inc 3700 W. Sam Houston Pkwy S. Ste 525 Houston, TX 77042 Tel: 866.CALL.DPI (225.5374) www.dataprojections.com

- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting
 in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- · Needs Analysis performed before Scope of Work
- Project Welcome Notice emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) either by phone or in-person
- Project Status updates informal or formal either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control comprised of Field Directed Change Order and/or Contract Change Order submittals
- · Substantial Completion- Client walk-through and user acceptance training before project is transitioned to Service department

User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- · Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- · Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- · Use/operation of patch panels, when and where to be used
- · Who to contact if help is required.

Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. The recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply

Quote No.



Data Projections, Inc 3700 W. Sam Houston Pkwy S. Ste 525 Houston, TX 77042 Tel: 866.CALL.DPI (225.5374) www.dataprojections.com

to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months before the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, online job boards or postings, agencies, open houses, or job fairs.

Payment Terms

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

The payment schedule is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled. Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.

*Due to component shortages and backorder delays, Data Projections reserves the right to progress bill for all projects impacted by delays outside of Data Projection's control. Progress billing may include hardware received and stored by Data Projections or the client, and for services rendered at the time of billing.

Quote No.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

					1011	
	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		
1	Name of business entity filing form, and the city, state and coun of business.	try of the business entity	-	Certificate Number: 2024-1180895		
	Dat Projections Inc.			2024-1180895		
	Austin, TX United States			Date Filed:		
2	Name of governmental entity or state agency that is a party to the	ne contract for which the	form is	06/26/2024		
	being filed.			Data Aaksaydadaad		
	Williamson County			Date Acknowledged:		
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provi		ck or identify	the contract, and prov	vide a	
	2024227					
	Audio Visual Equipment, Services and Materials					
4				1	of interest	
	Name of Interested Party	City, State, Country (pl	ace of busine	·	plicable)	
				Controlling	Intermediary	
_						
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is Mark D. Mazac	, an	d my date of b	pirth is		
	My address is	Austin	Tx.	. 78704	USA	
	(street)	(city)	(sta	ate) (zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and corre	ct.				
	Executed in Travis Count	ty, State of Texas	, on the 2	6th _{day of} June	. 20 24 .	
	COURT	,,	, 511 1110 =	(month)	(year)	
		Mark D. W	lazac			
Signature of authorized agent of contracting bu						

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USE		
1	Name of business entity filing form, and the city, state and count of business.		Certificate Number: 2024-1180895			
	Dat Projections Inc.		202	4-1100033		
	Austin, TX United States		Date	e Filed:		
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	06/2	26/2024		
	being filed.		Date	e Acknowledged:		
	Williamson County	County O6/2				
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided		ntify the o	contract, and prov	vide a	
	2024227					
	Audio Visual Equipment, Services and Materials					
_	1			Nature of	finterest	
4	Name of Interested Party	City, State, Country (place of b	usiness)	(check ap	k applicable)	
				Controlling	Intermediary	
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	, and my dat	e of birth i	is		
	My addraga is					
	My address is	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	it.				
	Executed inCounty	y, State of, on	the			
				(month)	(year)	
		Signature of authorized agent of	contractir	ng business entity		
		(Declarant)	20a dolli	Such sold criticy		

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of Services Contract with Randall T. Austin D/B/A The Drywall Company for the CJC Probation Office Door

for Facilities Management

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

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services Contract, #2024229, with Randall T. Austin D/B/A The Drywall Company for the CJC Probation Office Door for Facilities Management, in the amount of \$7,180.00 and authorize execution of the agreement.

Background

This Services Contract between Williamson County and Randall T. Austin D/B/A Drywall Company, relates to the Williamson County Justice Center (CJC) Probation Office Door, located at 405 Martin Luther King Jr St Ste 2, Georgetown, TX 78626. The Scope of Works includes the supply and installation of Raco frame, glass sidelight, door with glass, silver level doorknob and supply and install framing - drywall around door, paint to match. Funding Source is 01.0100.1009.004509. The Department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Contract

Form 1295 - Randall T. Austin D/B/A The Drywall Company

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 09:14 AM County Judge Exec Asst. Becky Pruitt 07/10/2024 11:21 AM

Form Started By: Stacian Williams Started On: 07/01/2024 11:21 AM

Final Approval Date: 07/10/2024

24.

WILLIAMSON COUNTY SERVICES CONTRACT

(Randall T. Austin D/B/A The Drywall Company)

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 Randall T. Austin D/B/A The Drywall Company, (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 pursuant to the following terms, conditions, and restrictions:

I.

<u>Services</u>: Service Provider shall provide services as an independent contractor pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the services and work described in the attached **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this 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 and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event

occurs first.

Type of Coverage

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider for the services shall be capped and paid in the amount set out in Exhibit "A" upon final completion of the services as determined by County. 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.

<u>Insurance</u>: 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 Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit

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

COVERAGE	PER PERSONPER OCCURRE				
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 PERSONPER OCCURRENCE

Bodily injury \$1,000,000 \$1,000,000

(including death)

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.

<u>Compliance With All Laws</u>: Service Provider agrees and will comply with any and 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.

<u>Termination</u>: 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.

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

XI.

<u>Severability</u>: 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 <u>not</u> assign this Contract.

XV.

<u>Confidentiality</u>: 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.

<u>Foreign Terrorist Organizations:</u> 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.

<u>Public Information:</u> 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.

<u>Damage to County Property:</u> 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.

<u>Media Releases:</u> 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.

<u>Authorized Expenses:</u> 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. As described in the attached **Exhibit "A,"**;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

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

XXII.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: 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:	SERVICE PROVIDER:				
	Randall T. Austin D/B/A The Drywall				
	<u>Company</u>				
Authorized Signature	Name of Service Provider				
	Randall T Austin DN: CN = Randall T Austin DN: CN = Randall T Austin email = Randylaustin@att.net C = US O = TDC OU = ITDC Date: 2024.06.30 12:17:51 -06'00'				
Printed Name	Authorized Signature				
Date:, 20	Randall T Austin				
	Printed Name				
	Date: June 30 , 20 24				

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before sixty (60) calendar days.

Cooperative Purchasing Contract or Agreement (if applicable): $\underline{N/A}$

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

CJC - Probation Office Door

Scope of Work Includes:

Supply and install Raco frame, glass sidelight, door with glass, silver level door knob. Supply and install framing - drywall around door, paint to match.

Total Cost of Work: \$7,180.00



The Drywall Company 609 Horizon Park Blvd Leander, TX 78641

Name / Address			
rilliamson County aryl Mutz Of S.E. Inner Loop corgetown, TX 78626			
17 70020			

Date	Proposal				
6/6/2024					

		Project
	G/T Justice C	enter Door & sidelight
Description	Cost	Total
Construction Services Material and labor as follows: Supply and install Raco frame, glass sidelight, door with glass, silver lever door knob. Supply and install framing - drywall around door, paint to match. Door closer, blinds, drywall expansion joints above door and window, and are not included. TDC Labor, Material, OH/P	7,180.00	7,180.00
	Total	\$7,180.00

Signature indicates acceptance of bid price and terms of payment

Signature

Phone #	E-mail			
Office 519 947-1395	randytaustin@att.net			
Randy Austin C.P. (512) 947-1395				

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

					1011		
	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.		CEI	OFFICE USE			
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's place	Certificate Number: 2024-1183050				
	The Drywall Company		2024	1-1183020			
	Leander, TX United States		Date	Filed:			
2	Name of governmental entity or state agency that is a party to th	e contract for which the form is		1/2024			
_	being filed.						
	Williamson County		Date	Acknowledged:			
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.						
	1009						
	Probation Office Door						
4					f interest		
•	Name of Interested Party	City, State, Country (place of busin	ness)	(check a			
				Controlling	Intermediary		
_							
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name isRandall Austin	, and my date of	birth is	3	■		
	My address is	, Leander ,	TX,	78641	. USA.		
	(street)		state)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correct	et.					
	Executed in Williamson Count	y, State of <u>Texas</u> , on the	2 (day of <u>July</u>	, 20 <u>24</u> .		
			undell T. C.	(month)	(year)		
	Ra	ndall T Austin	indeii T Austin iustin email = IC I7:45 -06'00'	Randytaustin@att_net C =			
	Signature of authorized agent of contracting business entity (Declarant)						

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE		
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's plac		Certificate Number: 2024-1183050		
	The Drywall Company					
_	Leander, TX United States			te Filed: /01/2024		
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form i	s 077	01/2024		
	Williamson County			te Acknowledged: /02/2024		
_	Provide the identification number used by the governmental enti	ty or state agency to track or i			vide a	
3	description of the services, goods, or other property to be provide		dentity the	contract, and pro-	riac a	
	1009					
	Probation Office Door					
4	1			Nature of	finterest	
4	Name of Interested Party	City, State, Country (place of	f business)	_ 		
				Controlling	Intermediary	
_						
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	and mu	data of hirth	ı ie		
	My name is	, and my (uale oi biith	19	·	
	My address is	,		_,	,·	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correc	it.				
	Executed inCounty	y, State of,	on the	day of (month)		
				, ,	- ,	
		Signature of authorized agent (Declaran		ing business entity	_	

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of Services Contract with Randall T. Austin D/B/A The Drywall Company for the 909 S Austin Avenue - Old

25.

Carquest Building - Demolition Services for Facilities Management

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

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services Contract, #2024233, with Randall T. Austin D/B/A The Drywall Company for the 909 S Austin Avenue, Old Carquest Building, demolition services for Facilities Management, in the amount of \$10,600.00, and authorize execution of the agreement. Off-contract and funds are available.

Background

This Services Contract between Williamson County and Randall T. Austin D/B/A The Drywall Company relates to the demolition services at the 909 S Austin Avenue Old Carquest Building, Georgetown, Texas 78626. Detailed Scope of Work is attached. Funding Source is 01.0100.0509.004509. The Department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
, 			

Attachments

Services Contract

Form 1295 - Randall T. Austin D/B/A The Drywall Company

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 10:25 AM County Judge Exec Asst. Becky Pruitt 07/10/2024 11:25 AM

Form Started By: Stacian Williams Started On: 07/08/2024 02:40 PM Final Approval Date: 07/10/2024

WILLIAMSON COUNTY SERVICES CONTRACT

(Randall T. Austin D/B/A The Drywall Company)

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 Randall T. Austin D/B/A The Drywall Company, (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 pursuant to the following terms, conditions, and restrictions:

I.

<u>Services</u>: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the services and work described in the attached **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this 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 and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event

occurs first.

Tyme of Coverage

a.

b.

Ш.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider for the services shall be capped and paid in the amount set out in Exhibit "A" upon final completion of the services as determined by County. 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.

<u>Insurance</u>: 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
Worker's Compensation	Statutory
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

Limits of Liability

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:	\$	52,000,000

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

COVERAGE PER PERSONPER OCCURRENCE

Bodily injury \$1,000,000 \$1,000,000

(including death)

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.

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VII.

<u>No Waiver of Sovereign Immunity or Powers</u>: 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.

<u>Compliance With All Laws</u>: Service Provider agrees and will comply with any and 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.

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

XI.

<u>Severability</u>: 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.

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

XIV.

No Assignment: Service Provider may <u>not</u> assign this Contract.

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<u>Confidentiality</u>: 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.

<u>Foreign Terrorist Organizations:</u> 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.

<u>Public Information:</u> 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.

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<u>Damage to County Property:</u> 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.

<u>Media Releases:</u> 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.

<u>Authorized Expenses:</u> 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. As described in the attached **Exhibit "A,"**;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

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

XXII.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: 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:	SERVICE PROVIDER:			
	Randall T. Austin D/B/A The Drywall			
	<u>Company</u>			
Authorized Signature	Name of Service Provider			
	Randall T Austin Since A Randall T Austin Control of the Control			
Printed Name	Authorized Signature			
Date:	Randall T Austin			
	Printed Name			
	Date: July 2 , 2024			

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before sixty (60) calendar days.

Cooperative Purchasing Contract or Agreement (if applicable): $\underline{N/A}$

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

909 S Austin Avenue - Old Carquest Building

Scope of Work:

Demolition Services as follows:

Remove metal shelves.

Remove ceiling grid.

Tie up A/C ducts.

Remove insulation and sheetrock on the warehouse side of the dividing wall.

Remove shelf from dividing wall - fill in hole with used studs and sheetrock.

Remove wood floor frame.

TDC Labor, Material, OH/P

Total Cost of Work: \$10,600.00











The Drywall Company

609 Horizon Park Blvd Leander, TX 78641

Date	Proposal
6/29/2024	

Name / Address	
Williamson county/Joe Piefer	

Project Cost Total Description Demolition Services as follows: Remove metal shelves. Remove ceiling grid. Tie up A/C ducts. Change Order: Do not remove gypsum ceilings. Credit \$4950.00 -4,950.00 -4,950.00 Remove insulation and sheetrock on the warehouse side of the dividing wall. Remove shelf from dividing wall - fill in hole with used studs and sheetrock. Remove wood floor frame. TDC Labor, Material, OH/P 15,550.00 15,550.00 **Total** \$10,600.00

Signature indicates acceptance of bid price and terms of payment

Signature

Phone #	E-mail	
Office 519 947-1395		
Randy Austin C.P. (512) 947-1395	randytaustin@att.net	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

					1011
	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.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's place	Certi	ficate Number:	
	The Drywall Company		2024	1-1183049	
	Leander, TX United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	07/0:	1/2024	
	being filed.				
	Williamson County, Bldg. #1083		Date	Acknowledged:	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided	ity or state agency to track or identify ded under the contract.	the co	ontract, and prov	ride a
	1083				
	Carquest Demo				
4				Nature of	
	Name of Interested Party	City, State, Country (place of busin	iess)	(check ap	
				Controlling	Intermediary
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Randall Austin	, and my date of	birth is	s <u></u>	_
	My address is _	Leander	TX .	78641	USA
	(street)		tate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	et.			
	Executed in Williamson County	y, State of <u>Texas</u> , on the	2 (day of Ju l y	, 20 <u>24</u> .
				(month)	(year)
	Ra	andall T Austin	by: Randall T all T Austin e J = TDC 2 09:50:33 -0	ΓAustin email = Randytaustin@att₌net C : 06'00'	
		Signature of authorized agent of cor (Declarant)	ntracting	g business entity	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE	
_	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			ERTIFICATION	OF FILING
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's pla		ertificate Number: 024-1183049	
	The Drywall Company				
_	Leander, TX United States			ite Filed: 7/01/2024	
2	Name of governmental entity or state agency that is a party to the being filed.	ie contract for which the form	is O	701/2024	
	Williamson County, Bldg. #1083			ate Acknowledged: 7/08/2024	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		identify the	contract, and prov	/ide a
	1083				
	Carquest Demo				
4				Nature of	interest
•	Name of Interested Party	City, State, Country (place o	f business	′ 	
				Controlling	Intermediary
				+ -	
_					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	. and mv	date of birth	n is	
		, , as a		-	
	My address is				,·
	(street)	(city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	ct.			
	Executed inCount	y State of	on the	day of	20
	Count	y, State OI,	on the	day of (month)	
		Signature of authorized agen (Declaration		ting business entity	

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of Contract for Construction with Vince Knight d/b/a Knight Restoration for the Texas Avenue Waterproofing

for Facilities Management

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

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024230, with Vince Knight d/b/a Knight Restoration for the Texas Avenue Waterproofing for Facilities Management, in the amount of \$40,500.00, pursuant to Cooperative Purchasing – TIPS - Contract Number #22050101, and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and Vince Knight d/b/a Knight Restoration, relates to the Texas Avenue waterproofing project located at 355 Texas Avenue, Round Rock, TX 78664. Detailed Scope of Work is attached. Funding Source is 01.0100.0509.004509. The Department point of contact is Christy Matoska.

Fiscal Impact

F /T	11	_
From/To Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - Vince Knight d/b/a Knight Restoration

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 09:34 AM County Judge Exec Asst. Becky Pruitt 07/10/2024 11:22 AM

Form Started By: Stacian Williams Started On: 07/01/2024 01:39 PM

Final Approval Date: 07/10/2024

26.



CONTRACT FOR CONSTRUCTION (Cooperative Purchasing – TIPS – Contract Number #22050101)

PROJECT: Texas Avenue Waterproofing ("Project")

GENERAL CONTRACTOR: Vince Knight d/b/a Knight Restoration ("GC")

Vince Knight, Owner

PO Box 1069 Hutto, TX 78634

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: Facilities Management

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 **Texas Avenue - waterproofing** (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.

2.2.1

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.

2.2.2

It is understood and agreed that GC shall not in any sense be considered a partner or joint venturer with County, nor shall GC hold himself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. GC 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 County other than what may be expressly allowed under this Contract.

2.3 General Conditions.

2.3.1

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

2.3.2

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

2.3.3

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

ARTICLE 3 CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within Forty (40) 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 (1**st) **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 **Forty Thousand Five Hundred Dollars (\$40,500.)**.

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 **Four Thousand Fifty Dollars (\$ 4050.)** 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 <u>fifteen</u> <u>percent (15%)</u> for Work performed directly by GC for any specific change.

4.4.2

For Managing Subcontracted Work: GC may add up to <u>ten percent (10%)</u> 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, agrees and will comply with any and 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:

Vince Knight d/b/a Knight Restoration Vince Knight, Owner PO Box 1069 Hutto, TX 78634

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: Vince Knight Project Superintendent: Vince Knight

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: Vince Knight d/b/a Knight Restoration

PO Box 1069 Hutto, TX 78634

Attention: Vince Knight

Owner

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 # 22050101; 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 # 22050101; 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: Vince Knight d/b/a Knight Restoration	COUNTY: Williamson County, Texas By: Signature	
By: Vince Knight Signature		
Vince Knight		
Printed Name	Printed Name	
Owner		
Title	Title	
Date Signed: 07/01/2024	Date Signed:	

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

355 Texas Avenue - Waterproofing - Knight Restoration

Scope of Work:

- Supply Boom lifts to access work area.
- Remove downspouts then reinstall them after painting is completed per elevation.
- Replace damaged siding as needed with best matching materials.
- Inspect glazing and repair as needed.
- Prep all joints in hardi board siding to accept new sealants.
- Install Master Seal's NP-1 polyurethane sealant to prepared joints in strict accordance with manufacturers recommendation.
- Clean jobsite of all our debris.



North Side Main Entrance



South Side (Back of Building)



East Side of Building



West Side of Building

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
		and the second s

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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	Direct Collin Educati	2 y name not one in the compliant controllers for all actions connected to tribe in systems
THE TOTAL OF THE T	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.
	CEIEIIVOS	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	RESTROOM MIRRORS	Frameless type. Do Not butt to counter of backsplash below.
NOOF3	WALKWAY MATS	Fully adhered well-way mate from reaf access points to machanical maintnenance access location for reaf ten units
		Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
BAAINITENIANICE	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
MAINTENANCE	EACH ITIES OF OCET	All he fall and the fall and the second sector for the fall and the fall and the second sector and the fall a
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
	LANUTORIAL CLOSET	spare carpet tiles, ladders, etc.
		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 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 / GAR	AGE / 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
	OMENIATION	mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

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EXHIBIT B



MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

Type of Coverage Limits of Liability

1. Worker's Compensation Statutory

2. Employer's Liability

Bodily Injury by Accident \$500,000 Ea. Accident Bodily Injury by Disease \$500,000 Ea. Employee Bodily Injury by Disease \$500,000 Policy Limit

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

COVERAGE PER OCCURRENCE

Commercial

General Liability \$1,000,000

(including premises, completed operations and contractual)

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.
- 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.



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
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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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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 Subsubcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

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1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

- .1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.
- .2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

2.1 GENERAL

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

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2.2 OWNER

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2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

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2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

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2.6.2

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

2.6.3

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

2.6.4

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

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1

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

3.1.2

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

3.1.3

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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- .1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.
- .2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

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3.4 LABOR AND MATERIALS

3.4.1

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

- .1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined in Paragraph 3.4.1.2 below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the 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 of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.
 - **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. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the

Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

- .3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to Paragraph 3.4.1.2 above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

- .6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this Section 3.4 and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.
- .7 Prevailing Wage Retainage. Money retained pursuant to this Section 3.4 shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under Paragraphs 3.4.2 and 3.4.3.
- **.8** No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this Section 3.4.

3.4.2

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

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating

procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3

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

3.4.4

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

3.4.5.

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

3.5 WARRANTY

3.5.1

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

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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.

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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

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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.

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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)

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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.

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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

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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

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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

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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, 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.

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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.

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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

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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.

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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.

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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.
- or Subcontractor 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

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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.

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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.

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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

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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

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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

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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.

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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**.

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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

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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 be entitled to a reasonable time extension for the period of concurrent delay, as may be agreed to in writing between Contractor and Owner.

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

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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.

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.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

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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;
 - 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 <u>five</u> 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

UGCs Form rev. 061224 **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.

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- **.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.

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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.

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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)

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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.

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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.

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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.

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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,

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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.

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10.2.10

The Contractor shall promptly report 8.7 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**.

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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

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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

UGCs Page 56 of 72 (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

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- **.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,

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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 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

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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).

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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.

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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**

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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

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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.

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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

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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

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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.

13.13 SECURED FACILITIES

In the event any Work is performed in, on or around a secured facility owned or operated by Owner (*i.e.* Owner's jail, juvenile center, detention center, etc.), Contractor shall be required to obtain and provide to Owner background checks of each individual (employees and representatives of Contractor, Subcontractors and Sub-Subcontractors) who performs any Work at a secured facility prior to such individual's access to a secured facility. Owner shall have a right to refuse access to any individual who has a criminal history that would possibly jeopardize the safety and security of a secured facility.

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, Subsubcontractor 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

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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.

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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

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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

For Construction Manager At-Risk Contracts, upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract between Owner and Construction Manager-At-Risk. For all other contracts, upon such termination, Contractor shall recover costs of the Work executed, including reasonable overhead and profit, costs incurred to and including the date of termination, will be due and payable in accordance with the Contract Documents.

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.

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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.

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15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

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

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KNIGHT RESTORATION

P.O. Box 1069 Hutto, Texas 78634 512 845-2215 Office

PROPOSAL

Date: June 13, 2024

Williamson County 3101 SE Inner Loop Georgetown, TX 78626 Proposal No.

Re: 355 Texas Ave Round Rock, TX – Sealant, flashing and painting.

Knight Restoration promises and agrees to furnish all labor, material, equipment, services, insurance and supervision required for a complete job generally described as follows:

DESCRIPTION OF WORK:

- Supply Boom lifts to access work area.
- Remove downspouts then reinstall them after painting is completed per elevation.
- Replace damaged siding as needed with best matching materials.
- Inspect glazing and repair as needed.
- Prep all joints in hardi board siding to accept new sealants.
- Install Master Seal's NP-1 polyurethane sealant to prepared joints in strict accordance with manufacturers recommendation.
- Clean jobsite of all our debris.
- Knight Restoration will warranty our work for (5) five years from completion date of work.

PRICE: \$40,500.00 NO SALES TAX

- ALTERNATE: 1. Install sheet metal flashing at all window header and sills. Price: \$17,200.00.
- ALTERNATE: 2. Apply (2) two coats of Sherwin Williams A 100 acrylic latex. Price: \$30,600.00

Thank you for the opportunity to bid this project. If you have any further questions, please feel free to call me at (512) 845-2215.

Sincerely, Vince Knight

Vince Knight Owner

TIPS#22050101

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

	Complete Nos 1 - 4 and 6 if the		_		1 of 1			
	Complete Nos. 1 - 4 and 6 if there are interested particle Complete Nos. 1, 2, 3, 5, and 6 if there are no interest	ies. ted parties.		OFFICE US				
1				RTIFICATION	OF FILIN			
	of business. Knight Restoration Hutto, TX United States			icate Number:				
				-1180509				
2				Filed:				
	Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Williamson County, Texas		06/25	/2024				
			Date Acknowledged:					
	Devided to the same							
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.							
	355 Texas Ave.	ty to be provided under the contract.		, ,	· ide d			
	Sealant at hardie board							
_								
ı	Name of Interested Party		Nature of interest					
		City, State, Country (place of busines		ess) (check applicable)				
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U	NSWORN DECLARATION							
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Ic		loui	e)	(Zp code)	(Country)			
	leclare under penalty of perjury that the foregoing is tru	e and correct.			(country)			
		e and correct.			20 71			
	eclare under penalty of perjury that the foregoing is true	loui		ofJune	. 2024.			
	secuted in SHELBY LYNN ROBERTS Netary Public, State of Texas	e and correct.			, 20 24.			
	secuted in SHELBY LYNN ROBERTS Netary Public, State of Texas Comm. Explires 08-12-2026	e and correct.		ofJune	. 2024.			
	secuted in SHELBY LYNN ROBERTS Netary Public, State of Texas	e and correct.	5 day	ofJune	. 2024.			

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE		
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2024-1180509		
	Knight Restoration					
	Hutto, TX United States			ite Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form i	is Uo	5/25/2024		
	Williamson County, Texas			te Acknowledged:		
						
3	Provide the identification number used by the governmental enti description of the services, goods, or other property to be provided to the services of the services of the services.		identify the	contract, and prov	vide a	
	355 Texas Ave.					
	Sealant at hardie board					
4					f interest	
	Name of Interested Party	City, State, Country (place o	f business	· —	 	
				Controlling	Intermediary	
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	, and my date of birth is				
	My address is			_,	_,	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	it.				
	Executed inCounty	y, State of,	on the	day of	, 20	
				(month)		
		Signature of authorized agen	t of contract	ting business entity		
		(Declarar		Suc Critity		

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Replat of Lots 22 & 40 Blk F of the Santa Rita Ranch Ph 6 Sec 1 subdivision - Pct 2

Submitted For: Adam Boatright Submitted By: Adam Boatright, Infrastructure

27.

Department: Infrastructure **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lots 22 & 40 Block F of the Santa Rita Ranch Phase 6 Section 1 subdivision – Precinct 2.

Background

This replat consists of 2 single family lots. The purpose of this replat is to revise the side setback lines. No new lots are being created.

Timeline

2024-05-24 - initial submittal of the replat

2024-06-21 - 1st review complete with comments

2024-06-24 - 2nd submittal of replat

2024-07-08 - 2nd review complete with comments clear

2024-07-09 - receipt of replat with signatures

2024-07-10 - replat placed on the July 16, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
·			

Attachments

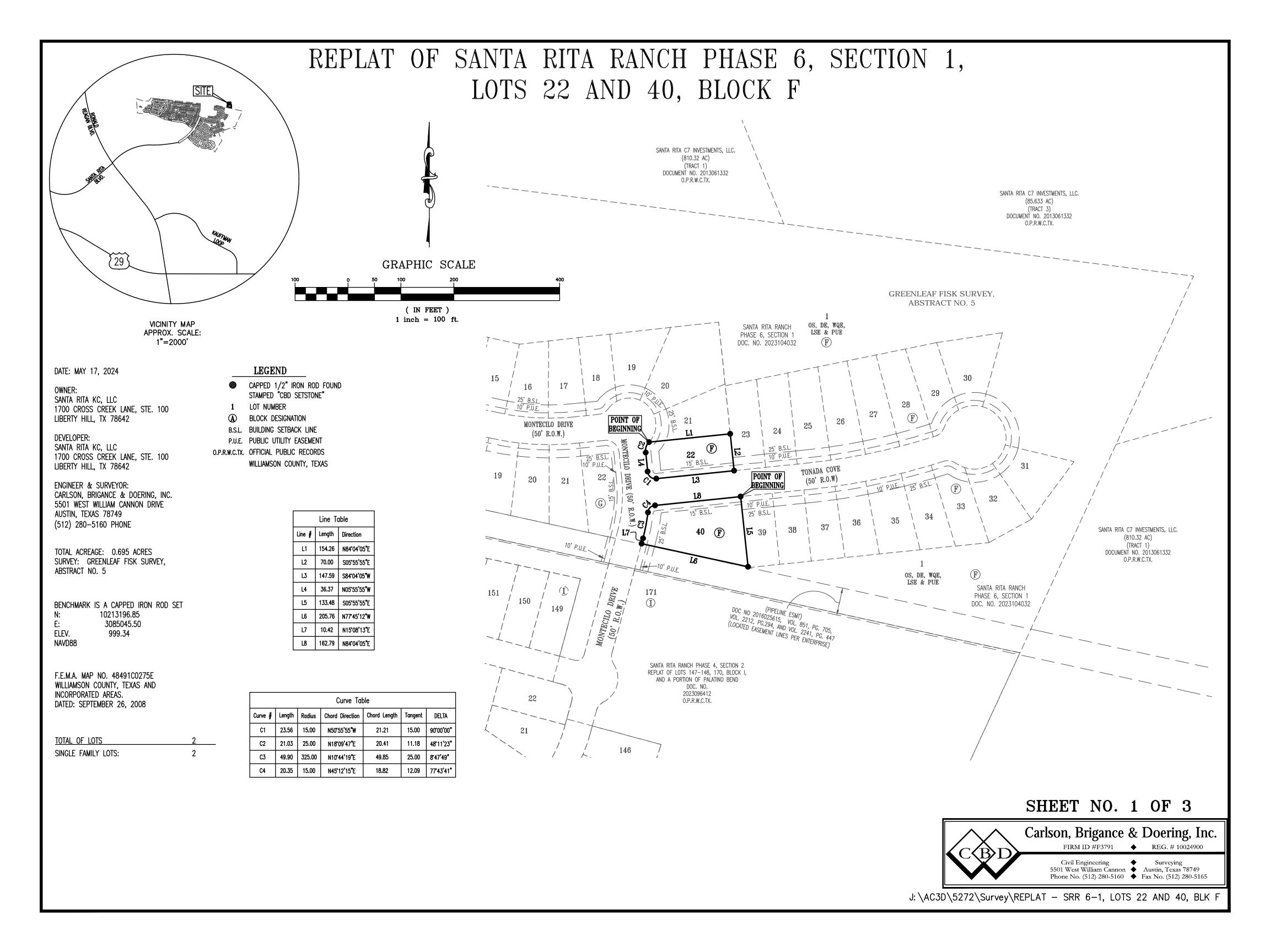
replat - SRR Ph 6 Sec 1 Lots 22&40 Blk F

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 11:56 AM

Form Started By: Adam Boatright Started On: 07/11/2024 11:47 AM Final Approval Date: 07/11/2024



REPLAT OF SANTA RITA RANCH PHASE 6, SECTION 1, LOTS 22 AND 40, BLOCK F

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 0.259 ACRE (11,285 SQ.FT.) TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 22, BLOCK F, SANTA RITA RANCH PHASE 6, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023104032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.259 ACRE (11,285 SQ.FT.) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOILOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHWEST CORNER OF SAID LOT 22, BEING AT THE SOUTHWEST CORNER OF LOT 21, BLOCK F, SAID SANTA RITA RANCH PHASE 6, SECTION 1, SAME BEING ON THE EAST RIGHT-OF-WAY LINE OF MONTECILO DRIVE (50' R.O.W.), FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N84'04'05"E, WITH THE COMMON LINE OF SAID LOT 21 AND LOT 22, A DISTANCE OF 154.26 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST CORNER OF SAID LOT 22, BEING AT THE SOUTHEAST CORNER OF SAID LOT 21, SAME BEING ON THE WEST LINE OF LOT 23, BLOCK F, SAID SANTA RITA RANCH PHASE 6, SECTION 1, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S05'55'E, WITH THE COMMON LINE OF SAID LOT 22 AND LOT 23, A DISTANCE OF 70.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 22, BEING AT THE SOUTHWEST CORNER OF SAID LOT 23, SAME BEING ON THE NORTH RIGHT-OF-WAY LINE OF TONADA COVE (50' R.O.W.), FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID TONADA COVE AND SAID LOT 22, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- 1) S84'04'05"W, A DISTANCE OF 147.59 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
- 2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N50'55'55"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE NORTH LINE OF SAID TONADA COVE AND THE EAST LINE OF SAID MONTECILO DRIVE, FOR CORNER,

THENCE, WITH THE COMMON LINE OF SAID LOT 22 AND SAID MONTECILO DRIVE, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- 1) NO5'55'55"W, A DISTANCE OF 36.37 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT. AND
- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 21.03 FEET, AND A CHORD THAT BEARS N18'09'47"E, A DISTANCE OF 20.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.259 ACRES (11,285 SQ.FT.) OF LAND.

BEING ALL OF THAT CERTAIN 0.436 ACRE (18,992 SQ.FT.) TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 40, BLOCK F, SANTA RITA RANCH PHASE 6, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023104032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.436 ACRE (18,992 SQ.FT.) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST CORNER OF SAID LOT 40, BEING AT THE NORTHWEST CORNER OF LOT 39, BLOCK F, SAID SANTA RITA RANCH PHASE 6, SECTION 1, SAME BEING ON THE SOUTH RIGHT-OF-WAY LINE OF TONADA COVE (50' R.O.W.), FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S05'55'55"E, WITH THE COMMON LINE OF SAID LOT 39 AND LOT 40, A DISTANCE OF 133.48 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 40, BEING AT THE SOUTHWEST CORNER OF SAID LOT 39, SAME BEING AT A CORNER ON THE NORTH LINE OF LOT 1, BLOCK F, SAID SANTA RITA RANCH PHASE 6, SECTION 1, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N77'45'12"W, WITH THE COMMON LINE OF SAID LOT 40 AND LOT 1, A DISTANCE OF 205.76 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF SAID LOT 40, BEING AT A CORNER ON THE WEST LINE OF SAID LOT 1, SAME BEING ON THE EAST RIGHT-OF-WAY LINE OF MONTECILO DRIVE (50' R.O.W.), FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID LOT 40 AND SAID MONTECILO DRIVE, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

- 1) N15°08'13"E, A DISTANCE OF 10.42 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT.
- 2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 49.90 FEET, AND A CHORD THAT BEARS N10'44'19"E, A DISTANCE OF 49.85 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 20.35 FEET, AND A CHORD THAT BEARS N45'12'15"E, A DISTANCE OF 18.82 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE EAST LINE OF SAID MONTECILO DRIVE AND THE SOUTH LINE OF SAID TONADA COVE, FOR CORNER,

THENCE, N84'04'05"E, WITH THE COMMON LINE OF SAID LOT 40 AND SAID TONADA COVE, A DISTANCE OF 162.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.436 ACRES (18,992 SQ.FT.) OF LAND.

LOT 22 = 0.259 ACRES LOT 40 = 0.436 ACRES TOTAL = 0.695 ACRES

GENERAL:

- 1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
- 2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
- 3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- 4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 5. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF SANTA RITA RANCH PHASE 6, SECTION 1, AS RECORDED IN DOCUMENT NUMBER 2023104032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

DRAINAGE AND FLOODPLAIN:

- 1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE. WHICHEVER IS HIGHER.
- 2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT LOTS 2-20 AND 23-35, BLOCK F. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 3. 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.
- 4. 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.
- 5. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

- 1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- 2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- 3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/ GEORGETOWN UTILITY SYSTEMS
- 4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL
- 5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

- 1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) 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 ROADS, OR 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.
- 2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- 3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
- 6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT—OF—WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
- 7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

SHEET NO. 2 OF 3



REPLAT OF SANTA RITA RANCH PHASE 6, SECTION 1, LOTS 22 AND 40, BLOCK F

	LOTS 22	AND 40, BLOCK F	
STATE OF TEXAS	§ KNOW ALL MEN BY THESE PRESENTS;		
COUNTY OF WILLIAMSON	§	THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.DF.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPI OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.	PERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE
2023104032, OFFICIAL PUBLIC REC TEXAS AND DO HEREBY STATE TH CONSENT TO ALL PLAT NOTE REQU	RESIDENT, SANTA RITA KC, LLC, OWNER OF LOTS 22 AND 40, BLOCK F. SANTA RITA RANCH PHASE 6, SECTION 1, RECORDED IN DOCUMENT NUMBER CORDS OF WILLIAMSON COUNTY TEXAS OUT OF AND A PART OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, NAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY DIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS—OF—WAY, EASEMENTS AND PUBLIC PLACES OF PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS BRIVISION IS TO BE KNOWN AS:	THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR. STATE OF TEXAS:	
FLAT AND FINE OF LIENS. HIS SU	"REPLAT OF SANTA RITA RANCH PHASE 6, SECTION 1, LOTS 22 AND 40, BLOCK F"	COUNTY OF WILLIAMSON:	
TO OFFITTION WITHOUT WITH FOO PAY AN	HAND THIS	NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY	PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
•		I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OR REQUIREMENTS OF WILLIAMSON COUNTY.	OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE
SANTA RITA KC, LLC, A TEXAS LIMI	TED LIABILITY COMPANY	O C C C	OF TALL.
BY: MREM TEXAS MANAGER, LLC, A LIABILITY COMPANY, ITS MAN		ENGINEERING BY: STEVEN P. CATES, P.E. NO. 93648 CARLSON, BRIGANCE & DOERING, INC.	STEVEN D. CATEGO
		5501 WEST WILLIAM CANNON DRIVE, AUSTIN, TEXAS 78749	STEVEN P. CATES 93648
James/Edward Horne Vice/President			CENSE
1700 CROSS CREEK LANE, STE. 10 LIBERTY HILL, TX 78642		STATE OF TEXAS:	ONAL ECO
STATE OF TEXAS:		COUNTY OF WILLIAMSON:	CARLSON, BRIGANCE, & DOERING, INC. ID # F3791
		I, ERIC JOHN DANNHEIM, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESS	SION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE
COUNTY OF WILLIAMSON:		WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.	
FOREGOING INSTRUMENT OF WRITING	THORITY, ON THIS DAY PERSONALLY APPEARED <u>JAMES EDWARD HORNE</u> , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE G, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND		
	ED AND IN THE CAPACITY THEREIN STATED.	SURVEYED BY: 7/2/24	PRE OF TEST
WITNESS MY HAND AND SEAL OF C	FFICE, THIS THE THE DAY OF TIME, 2024 A.D.	ERIC J. DANNHEIM, R.P.L.S. NO. 6075 DATE CARLSON, BRIGANCE & DOERING, INC.	CO. LA CO. TO.
NOTARY PUBLICAN AND FOR WILLIA		5501 WEST WILLIAM CANNON DRIVE, AUSTIN, TEXAS 78749 EDANNHEIM@cbdeng.com	ERIC J. DANNHEIM
		ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE DAY OF JULY, 2024A.D.	
CONSENT OF MORTGAGEE			
		WILLIAMSON COUNTY ADDRESSING COORDINATOR	
	LDER OF A DEED OF TRUST LIEN SECURED BY THE PROPERTY, DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL OUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO DECLARATION SOLELY FOR THE PURPOSES OF THE PURPOSES OF THE PURPOSES OF THE PURPOSES OF THE PURPOSE OF THE PU	WILLIAMSON COUNTY TEXAS PRINTED NAME PRINTED NAME	
INTERNATIONAL BANK OF COMMERCE			
A TEXAS BANKING ASSOCIATION		STATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS;	
BY: Whis	I was	COUNTY OF WILLIAMSON §	
PRINTED NAME: NICK	uhrman	I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH I	FIELD NOTES HEREON FOR A SURDINISION HAVING REEN FULLY PRESENTED TO THE COMMISSIONERS
TITLE: Executive VI	ice l'andent	COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.	IAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE
STATE OF TEXAS COUNTY OF		COOKIT CELIK OF WEEKSHOOK GOOKIT, FEMILE.	
BEFORE ME ON THIS DAY PERSON	ALLY APPEARED Micholas Fuhrman, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND CECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.	BILL GRAVELL, JR., COUNTY JUDGE DATE WILLIAMSON COUNTY, TEXAS	
GIVEN UNDER MY HAND AND SEAL	OF OFFICE THIS THE 2 DAY OF July , A.D., 20 24.	STATE OF TEXAS §	
BY: Awar Bau	ha .	\$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$	
NOTARY PUBLIC, STATE OF TEXAS	(Expressive services)	I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN	WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE
PRINTED NAME: Amais Bo	Commission Expires U7-21-2027 S	DAY OF	THE DAY OF, 20, A.D., AT O'CLOCK,M.,
and table techniques and table techniques		TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TE	
THE OTHER DESIGNATION OF THE OTHER DESIGNATION	ANYMONI EDOCC DECEIDT OF THE DIAT FOR DESIGN AND ADDROVAL IN CONTINUED OF MICH. DIAMBNO DEPOCCES AND DAVICET OF ADDROVE SEED	NANCY RISTER, CLERK COUNTY COURT	SHEET NO. 3 OF 3
FOR THE PROVISION OF WATER AN	ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES D/OR WASTEWATER SERVICES.	OF WILLIAMSON COUNTY, TEXAS	A A Carloon Prince to Decrine Tree
		BY: DEPUTY	Carlson, Brigance & Doering, Inc
PAUL BRANDENBURG, CITY MANAGE	A CONTRACTOR AND ADDRESS AND A		Civil Engineering Surveying
CITY OF LIBERTY HILL, TEXAS	DAIL /		5501 West William Cannon ♦ Austin, Texas 78749 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

Meeting Date: 07/16/2024

Final plat for the Retreat at 971 subdivision - Pct 4

Submitted For: Adam Boatright 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 Retreat at 971 subdivision – Precinct 4.

Background

This subdivision consists of 5 lots and 2,517 linear feet of new private roads.

Timeline

2024-03-28 - initial submittal of the final plat

2024-04-25 - 1st review complete with comments

2024-05-13 - 2nd submittal of the final plat

2024-05-28 - 2nd review complete with comments

2024-06-13 - 3rd submittal of the final plat

2024-06-28 - 3rd review complete with comments clear

2024-07-08 - receipt of final plat with signatures

2024-07-11 - final plat placed on the July 16, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To Acct No. Description	Amount
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Attachments

final plat - Retreat at 971

Form Review

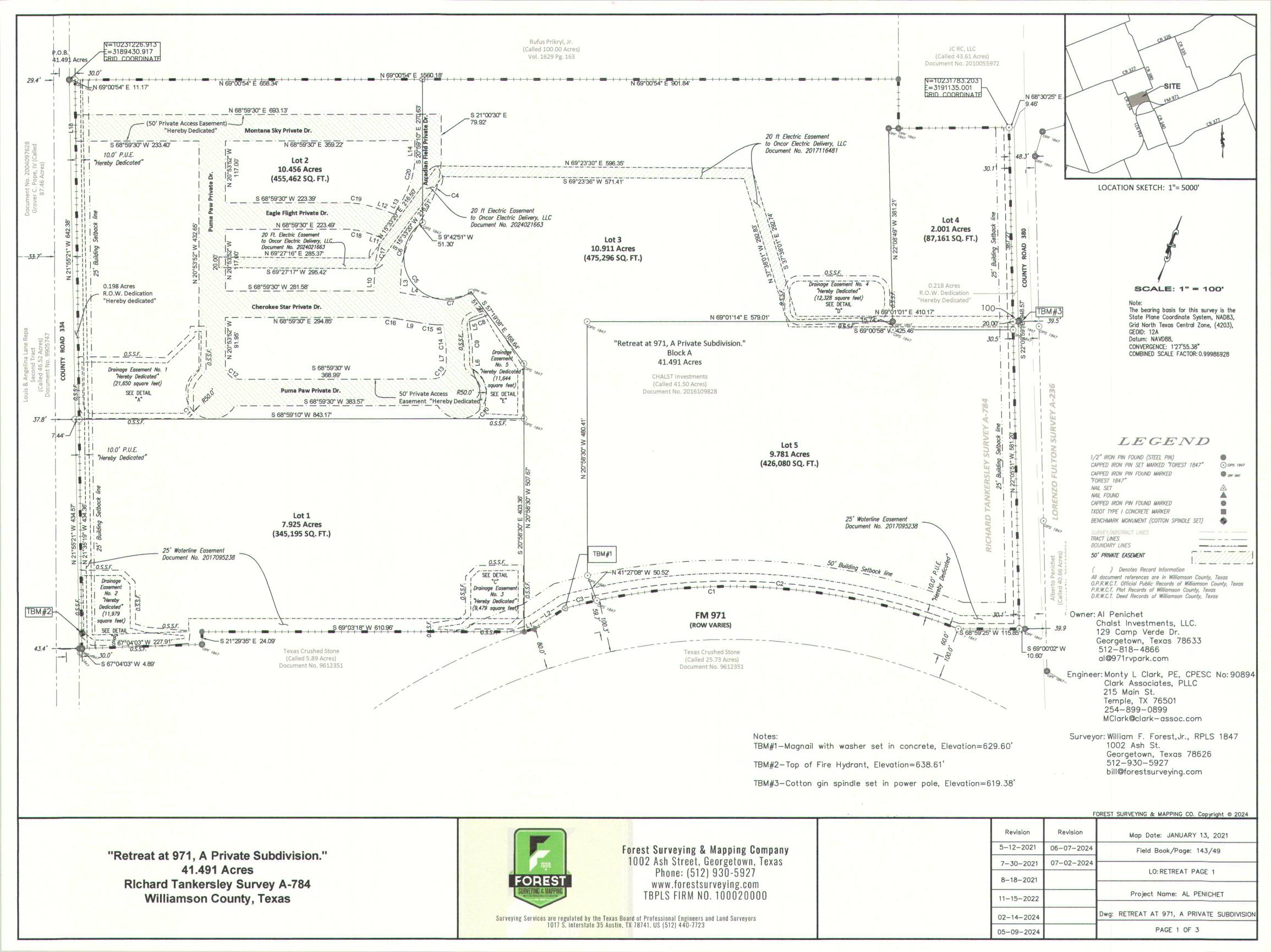
Inbox Reviewed By Date

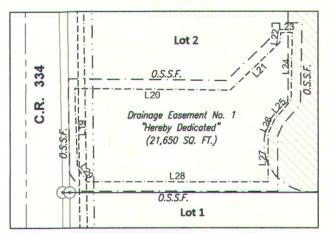
County Judge Exec Asst. Becky Pruitt 07/11/2024 11:55 AM

Form Started By: Adam Boatright Started On: 07/11/2024 11:43 AM

Final Approval Date: 07/11/2024

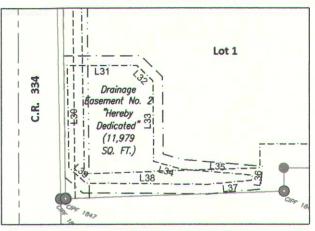
28.





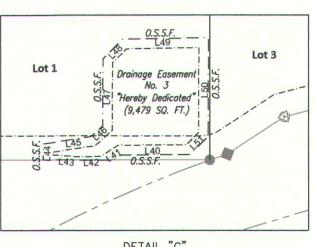
	Line Table			Line Table	
Line #	Bearing	Distance	Line #	Bearing	Distanc
L19	N 22'49'14" W	82.33'	L25	S 20'21'35" W	25.36
L20	N 69'43'45" E	162.26	L26	S 03'34'32" W	17.73
L21	N 25'14'25" E	71.38'	L27	S 21"13'55" E	49.05
L22	N 14'52'03" W	10.12	L28	S 69'07'33" W	188.70
L23	N 68'19'12" E	11.72	L29	N 55'36'52" W	17.57
L24	S 19'52'44" E	70.47			

DETAIL "A" SCALE: 1" = 100'



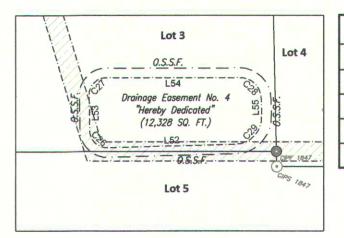
	Line Table			Line Table
Line #	Bearing	Distance	Line #	Bearing
L30	N 21*57'08" W	106.58'	L36	S 14'56'32" E
L31	N 69'00'57" E	72.43'	L37	S 63°50'55" W
L32	S 6712'52" E	23.26'	L38	S 69'38'20" W
L33	S 21°26'39" E	83.87'	L39	N 69'34'40" W
L34	N 84°15'20" E	30.97		
L35	N 73°50'22" E	73.10'		

DETAIL "B" SCALE: 1" = 100'



Line Table					Line Table	
Line #	Bearing	Distance		Line #	Bearing	Distance
L40	S 68*53'42" W	71.03		L46	N 27'36'05" E	23.87'
L41	S 35*57'46" W	21.05'		L47	N 20'47'36" W	70.12
L42	S 66'49'02" W	21.64		L48	N 24'09'42" E	21.02
L43	S 73°22'01" W	28.77'		L49	N 68'08'22" E	74.98'
L44	N 19'18'12" W	3.01'		L50	S 20'47'49" E	88.47'
L45	N 60°34'14" E	44.21		L51	S 23°50'13" W	17.82

DETAIL "C" SCALE: 1" = 100'

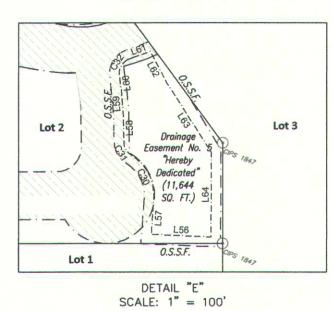


	Line Table	
ine #	Bearing	Distance
L52	S 67*31'32" W	134.23
L53	N 22'16'28" W	36.82*
L54	N 68'59'17" E	139.49
L55	S 22'18'11" E	19.26'

Curve Table							
Curve #	Radius	Chord Bearing	Chord Distance	Delta	Arc Length		
C26	17.87	N 67'10'07" W	25.41'	90'36'41"	28.27		
C27	18.00'	N 23°21'24" E	25.74'	91'15'45"	28.67		
C28	22.00'	S 66'39'27" E	30.76'	88'42'32"	34.07'		
C29	28.03'	S 21°53'09" W	39.07'	88'22'39"	43.24'		

5.45' 45.37' 127.15' 23.90'

DETAIL "D" SCALE: 1" = 100'



	Line Table	
Line #	Bearing	Distance
L56	S 71'38'14" W	62.33'
L57	N 16°55'46" W	34.85
L58	N 22'15'56" W	29.45
L59	N 25'27'31" W	22.17'
L60	N 28'39'05" W	17.87
L61	N 48'46'55" E	22.20'
L62	S 48*59'08" E	36.68
L63	S 53°40°56" E	85.99'
L64	S 20'51'21" E	88.03

Curve Table							
Curve #	Radius	Chord Bearing	Chord Distance	Delta	Arc Length		
C30	49.01	N 47'03'04" W	52.86'	65'16'15"	55.83'		
C31	16.00'	N 50°58'34" W	15.37'	57°25'16"	16.04'		
C32	16.00'	N 11'39'51" E	20.71'	80'37'52"	22.52'		

PRIVATE DRIVE EASEMENT TABLE							
NAME	EASEMENT WIDTH	PAVEMENT DIMENSION	SHOULDER WIDTH	LENGTH OF ROADWAY	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION TYPE
MONTANA SKY PRIVATE DR	50 FT.	28 FT.	4 FT.	669 FT	25 MPH	PRIVATE	LOCAL
EAGLE FLIGHT PRIVATE DR	50 FT.	28 FT.	4 FT.	360 FT.	25 MPH	PRIVATE	LOCAL
CHEROKEE STAR PRIVATE DR	50 FT.	28 FT.	4 FT.	510 FT.	25 MPH	PRIVATE	LOCAL
PUMA PAW PRIVATE DR	50 FT.	28 FT.	4 FT.	627 FT.	25 MPH	PRIVATE	LOCAL
ARCADIAN FIELD PRIVATE DR	50 FT.	28 FT.	4 FT.	351 FT.	25 MPH	PRIVATE	LOCAL

Line Table					
Line # Bearing		Distance			
L1	S 50°57'02" W	19.48'			
L2	S 35°43'23" W	70.75'			
L3	S 18°18'48" E	36.71'			
L4	N 78°56'18" E	53.35'			
L5	S 28°39'05" E	26.53'			
L6	L6 S 22°15'56" E				
L7	L7 S 22°12'43" E				
L8	S 28°39'05" E	26.53'			
L9	N 78°56'18" E	54.69'			
L10	S 18°18'48" E	35.74'			
L11	N 88°31'18" E	22.79'			
L12	S 88°31'18" W	29.85'			
L13	S 09°42'51" W	34.51'			
L14	S 21°00'30" E	29.92'			
L15	N 78°56'18" E	54.70'			
L16	N 28°39'05" W	50.01'			
L17	N 22°15'56" W	33.12'			
L18	L18 N 21°35'19" W				

Curve Table						
Curve #	Radius	Chord Bearing	Chord Distance	Delta	Arc Length	
C1	1206.28'	S 72'00'32" W	745.93'	36'01'14"	758.36'	
C2	1206.28'	S 73'28'31" W	686.98'	33'05'16"	696.61	
C3	1206.28'	S 55'27'54" W	61.74'	2*55'58"	61.75'	
C4	205.00'	S 05'38'49" E	108.61	30'43'21"	109.92	
C5	80.01	N 55'57'34" W	159.98'	182'44'25"	255.19'	
C6	155.00'	S 04°17′58" E	75.07'	28'01'39"	75.82'	
C7	155.00'	N 63'13'41" E	83.94'	31'25'14"	85.00'	
C8	205.00'	N 49'05'39" E	37.51'	10'29'57"	37.56'	
C9	205.00'	S 25°27'31" E	22.84'	6*23'09"	22.85'	
C10	50.00'	S 23'21'47" W	96.30'	211'15'26"	184.36'	
C11	50.00'	N 65'57'11" W	96.57'	210'06'38"	183.36'	
C12	25.00'	N 65*57'11" W	35.39'	90'06'38"	39.32'	
C13	25.00	S 23'23'23" W	35.72'	91'12'13"	39.80'	
C14	155.02	N 25°27'31" W	17.27	6'23'09"	17.28'	
C15	203.52'	N 73'37'09" E	37.87'	10*40'38"	37.93'	
C16	155.00'	N 73'57'54" E	26.87	9*56'48"	26.91'	
C17	205.00'	S 09°01'16" E	66.20'	18'35'02"	66.49'	
C18	155.00'	N 78'45'24" E	52. <mark>5</mark> 8'	19'31'48"	52.83'	
C19	205.00'	S 78'45'24" W	69.54'	19'31'48"	69.88'	
C20	155.00'	S 05'38'49" E	82.12'	30'43'21"	83.11'	
C21	180.02	S 05'38'49" E	95.38'	30'43'21"	96.53'	
C22	180.02	N 78'45'24" E	61.07'	19'31'48"	61.36'	
C23	180.02	S 04"17'58" E	87.19'	28'01'39"	88.06'	
C24	180.02	N 73°57'54" E	31.21	9*56'48"	31.25'	
C25	180.02	N 70°08'36" E	55.05'	17*35'24"	55.27'	
C26	180.02	N 25°27'31" W	20.05'	6'23'09"	20.06'	
C27	50.00'	N 23'21'47" E	71.48'	91"15'26"	79.64'	
C28	50.00	S 65'57'11" E	70.78'	90'06'38"	78.64	

"Retreat at 971, A Private Subdivision."
41.491 Acres
RIchard Tankersley Survey A-784
Williamson County, Texas



Forest Surveying & Mapping Company 1002 Ash Street, Georgetown, Texas Phone: (512) 930-5927 www.forestsurveying.com TBPLS FIRM NO. 100020000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors 1017 S. interstate 35 Austin, TX 78741, US (512) 440-7723

	F	OREST SURVEYING & MAPPING CO. Copyright © 2024
Revision	Revision	Original Submittal Date: January 13, 2021
5-12-2021	06-07-2024	Field Book/Page: 143/49
7-30-2021	07-02-2024	
8-18-2021		LO: RETREAT PAGE 2
11-15-2022		Project Name: AL PENICHET
11 10 2022		
02-14-2024		Dwg: RETREAT AT 971, A PRIVATE SUBDIVISION
05-09-2024		PAGE 2 OF 3

GENERAL NOTES AND REQUIREMENTS:

- . There are no new public roadways approved as a part of this subdivision, and all private roads will be built to meet all county road standards. Williamson County will never accept or maintain the roads herein,
- 2. 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
- Existing easements are shown on sheet one according to the records as set out in Document 2017095238, a Permanent 25 foot wide water line easement to Lone Star Regional Water Authority. A General Type Electrical Easement to Oncor Electric Delivery Company, Document No. 2017116481, for use until lines are abandoned. and A General Type Electrical Easement to Oncor Electric Delivery Company, 20' wide, Document No. 2024021663
- No lots in this subdivision are encroached by a special flood hazard area inundated by the 100-year (1% chance) flood as identified by the the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No.48491C0330F, effective date December 20, 2019 for Williamson County, Texas.
- The landowner assumes all risks associated with improvements located in the Right-of-Way for Farm to Market 971, County Road 334 and County Road 380. By placing anything in the Right-of-Way and/or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvements will be responsible for the relocation and/or replacement of the improvement.
- 6. Improvements within the county road Right-of-Way including, but not limited to, landscaping, irrigation, lighting, custom signs, are prohibited without first obtaining an executed license agreement with Williamson County.
- All private roadways and easements as shown on this plat are free of liens. All private roadways shall be perpetually maintained by the Retreat at 971 RV Park. Williamson County will never accept private roads for maintenance. The roads shall be maintained to such a standard, which will not affect access by public service agencies such as police, fire, and emergency medical services. The Retreat at 971 must contain a mechanism for assessing the owners within the subdivision to produce adequate revenue for perpetual maintenance.
- . Water service for this subdivision will be provided by Jonah Water Supply. Sewer service for this subdivision will be provided by On-Site Sewage Facilities.
- Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial Right-of-Way shall meet the current TXDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
- 10. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage stating roads are Private Roadways must be placed at all entrances of the Subdivision. All sidewalks shall be maintained by each of the adjacent property owners.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. Land within this Plat is terraced from prior agricultural use. The terracing retains rainfall runoff and directs it through existing drainage patterns on Lots. Existing drainage patterns shall remain the same. Property owners shall not grade or develop land on property in a manner that would alter the existing drainage patterns. In the event drainage patterns are changed and adjacent properties are adversely impacted or damaged, the property owner may be liable per Texas water code Section 11.086.
- 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 exempt from providing On-site Storm-water Detention, if all Lots are 2 acres or more and less than 20% impervious cover per Lot.
- 16. This Subdivision is subject to Storm-water Management Controls as required by Williamson County Subdivision Regulation Section B11.1, on New Development that would evoke such controls beyond existing conditions.

Engineer's Certification

I, Monty L Clark, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone and is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0330f, effective date December 20, 2019, and that each lot conforms to the Williamson County regulations.

The fully developed, concentrated storm water runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public rights-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 💆 day of

Clark Associates, PLLC
Monty L. Clark, P.E., C.P.E.S.C.
Registered Professional Engineer (sealed)
No. 90894 State of Texas
TBPE Registration No. F-23184

215 N Main St, Temple, TX 76501

Williamson County Engineer

JOHTY L CLAR 90894 25044

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

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, P.E. Date

"Retreat at 971, A Private Subdivision."
41.491 Acres

Richard Tankersley Survey A-784 Williamson County, Texas

BEING 41.491 acres of land, situated in the Richard Tankersley Survey, Abstract No. 784, in Williamson County, Texas, said 41.491 acres being the same tract of land called 41.50 acres, of record to Chalst Investments, LLC., Document No. 2016109828, Official Public Records, Williamson County, Texas (OPRWCT), This tract was surveyed on the ground in November of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin found (steel pin), marked "FOREST RPLS 1847", at the Northwest corner of said 41.50 acre tract, for the Northwest corner hereof, same point being the Southwest corner of a 100 acre tract, of record to Rufus Prikryl, Jr., Volume 1629, Page 163, (DRWCT), said point being in the East Right-of-Way line of County Road 334, THENCE, departing said Right-of-Way line, with the common boundary line of said 41.50 acre tract and said 100 acre tract, N 69°00'54" E, 1571.35 feet, to a ½" iron pin found, at the most northerly Northeast corner of said 41.50 acre tract, for the most northerly Northeast corner hereof, same being the Southeast corner of said 100 acre tract, said point being in the West boundary line of a 43.61 acre tract, of record to JC RC, LLC., Document No. 2010055972,

THENCE, with the common boundary line of said 41.50 acre tract and said 43.61 acre tract, along or near a fence, the following two courses and distances:

- 1. S 21°06'39" E, 92.83 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", at an ell corner of said 41.50 acre tract, same being the Southwest corner of said 43.61 acre tract,
- 2. N 68°30'25" E, 218.97 feet, to a ½" iron pin found, for the most easterly Northeast corner of said 41.50 acre tract and the most easterly Northeast corner hereof, same point being in the West Right-of-Way line of County Road 380,

THENCE, with the common boundary line of said 41.50 acre tract and said Right-of-Way, S 22°09'58" E, 948.57 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", at the Southeast corner of said 41.50 acre tract, for the Southeast corner hereof, same point being in the North Right-of-Way of Farm to Market 971,

THENCE, with the common boundary line of said 41.50 acre tract and Farm to Market 971, the following four (4) courses and distances:

- 1. S 68°59'25" W, 126.45 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the point of curvature for a non-tangent curve,
- 2. in a westerly direction with a non-tangent curve to the left, with a Radius of 1206.28 feet, having a Chord Bearing of S 72°00'32" W, 745.93 feet, having a Central Angle of 36°01'14" and an Arc Length of 758.36 feet, to a mag nail set, with washer, marked "FOREST RPLS 1847",
- 3. (L2) S 35°43'23" W, 70.75 feet, to a concrete monument (TXDOT Type I), for an angle point of said 41.50 acre tract and said Right of Way,
- 4. (L1) S 50°57'02" W, 19.48 feet, to a ½" iron pin found, for the Northeast corner of a 5.89 acre tract, of record to Texas Crushed Stone, Document No. 9612351 (OPRWCT),

THENCE, departing said Right-of-Way line, with the common boundary line of said 41.50 acre tract and said 5.89 acre tract, the following three (3) courses and distances:

- 1. S 69°03'18" W, 610.96 feet, to a ½" iron pin found, for an ell corner,
- 2. S 21°29'35" E, 24.09 feet, to a 1/2" capped iron pin found, marked "FOREST RPLS 1847", for an ell corner
- 3. S 67°04'03" W, 232.80 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", in the East Right-of-Way line of County Road 334, said point being the Southwest corner of said 41.50 acre tract and Northwest corner of said 5.89 acre tract, for the Southwest corner hereof,

THENCE, with the common boundary line of said County Road 334 and said 41.50 acre tract, N 21°55'22" W, 1076.95 feet, to the POINT OF BEGINNING, and containing 41.491 acres, more or less.

COUNTY JUDGE'S APPROVAL

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 the plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Date:			
Bill Gravel Jr., County Judge Williamson County, Texas			
COUNTY CLERK'S CERTIFICATION			
STATE OF TEXAS \$ \$ KNOW ALL MEN BY THE \$	ESE PRESENTS;		
I, Nancy E. Rister, Clerk of the County Court of said Count, do he authentication was filed for record in my office on the ato'clock, M., and duly recorded this the day of Records of said County in instrument No	day of,A.D		riting, with its certificate of .D., k, M. in the Official Puk
TO CERTIFY WHICH, WITNESS my hand and seal at the County above written.	y Court of said County, at	my office in Georget	own, Texas, the date last sho
Nancy E. Rister, Clerk County Court of Williamson County, Texas			
By:, Deputy			
911 ADDRESSING APPROVAL			
Road name and address assignments verified this the	day of July	, 20 3.4 A.D.	



Forest Surveying & Mapping Company 1002 Ash Street, Georgetown, Texas Phone: (512) 930-5927 www.forestsurveying.com TBPLS FIRM NO. 100020000

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Revision Revision Drawing Date: JANUARY 13, 2021 5-12-2021 06-07-2024 Field Book/Page: 148/23 07-02-2024 7-30-2021 LO: RETREAT PAGE 3 8-18-2021 Project Name: AL PENICHET 11-15-2022 Dwg: RETREAT AT 971, A PRIVATE SUBDIVISION 02-14-2024 PAGE 3 OF 3 05-09-2024

Meeting Date: 07/16/2024

Community Wide Survey

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office Agenda Category: Regular Agenda Items

Information

29.

Agenda Item

Discuss, consider and take appropriate action on a review of the county community-wide survey conducted by ETC Institute.

Background

Williamson County's Strategic Plan includes a key goal to enhance our communication strategy to build strong relationships internally and externally. This includes an objective to solicit feedback from the Williamson County community. On January 30, 2024, the Commissioners Court approved a contract with ETC Institute to conduct a county-wide survey to solicit feedback from the community. This agreement includes developing a survey and designing a sampling plan to complete a total of 1,200 completed surveys from randomly selected Williamson County residents.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Draft Community Survey

Form Review

Inbox **Reviewed By** Date

County Judge Exec Asst. **Becky Pruitt** 07/10/2024 11:32 AM

Form Started By: Connie Odom Started On: 07/09/2024 11:50 AM

Final Approval Date: 07/10/2024



2024 Williamson County Community Survey

Thank you for taking time to complete this important survey. Williamson County desires your input to help improve the delivery of County services and programs. This survey will take approximately 10-15 minutes to complete. If you would like to complete the survey online, please visit <u>williamsoncountysurvey.org</u>. At the end of this survey you will have an opportunity to opt-in for a chance to win one \$500 prepaid Visa gift card for fully completing your survey.

1. <u>Visioning Issues.</u> How important will each of the following be to the overall quality of life in Williamson County over the next 20 years?

	Rate the importance of each item:	Very Important	Somewhat Important	Not Sure	Not Important
01.	Economic development	4	3	2	1
02.	Environmental stewardship and sustainability	4	3	2	1
03.	Improved trails	4	3	2	1
04.	Job opportunities	4	3	2	1
05.	Pace of growth	4	3	2	1
06.	Parks and open space	4	3	2	1
07.	Safety, low crime	4	3	2	1
08.	Traffic flow	4	3	2	1
09.	Well-maintained roads	4	3	2	1
10.	Workforce development (job training)	4	3	2	1

Which of the elsewhere in the	•		•		on County (rather th
(01) Affordabl (02) Convenie (03) Convenie (04) Ease of t (05) Employm (06) Family ar (07) Feel safe (08) Friendly p	nt part of Metropoli nt shopping ransportation/conne ent/job availability d relatives live here , low crime rate beople	ectivity	(12) Park (13) Qual (14) Qual (15) Recr (16) Sens	business/started busines and trails ity health care ity of public schools eation and culture oppore of community s and quality of housing	ortunities
	County for the 3.]	next 10 year	s? [Write in you		ASONS you would staing the numbers from t

5. <u>Satisfaction with County Services.</u> Using a scale where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with the County services listed below. If you are not familiar with the service, please circle "9."

	How satisfied are you with	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Not Familiar with the Service
01.	County Clerk Vital Records (birth, death, etc.)	5	4	3	2	1	9
02.	Williamson County communications and outreach	5	4	3	2	1	9
03.	Williamson County Election Office services	5	4	3	2	1	9
04.	Williamson County Emergency Medical Services (EMS)	5	4	3	2	1	9
05.	Williamson County Landfill and Hutto Recycling Center	5	4	3	2	1	9
06.	Williamson County new road construction and safety improvements	5	4	3	2	1	9
07.	Williamson County parks and trails	5	4	3	2	1	9
08.	Williamson County Regional Animal Shelter	5	4	3	2	1	9
09.	Williamson County road maintenance	5	4	3	2	1	9
10.	Williamson County Tax Office	5	4	3	2	1	9

learn abo ewsletters/mail departments word of mouth stations ers	out William	(07) (08) (09) (10) (11)	y news, ever Local radio Nextdoor Public meetings/0 Twitter/X Williamson Count	that you and members of yours, and to get other Con Commissioners Court meetings ty website (wilcotx.gov)
departments word of mouth stations ers		(08) (09) (10) (11)	Nextdoor Public meetings/C Twitter/X Williamson Count	ty website (wilcotx.gov)
ne informati				
	events, an			ou MOST PREFER to use to on? [Write-in your answers u
1st:	:	2nd:	3rd:	
Have you v	isited the C	County's we	bsite (wilcotx	a.gov) during the past year?
(2) No [Skip to	Q10.]			
	Have you v _(2) No [Skip to as it to find	Have you visited the C _(2) No [Skip to Q10.] as it to find the inform	Have you visited the County's we _(2) No [Skip to Q10.] as it to find the information you w	1st: 2nd: 3rd: Have you visited the County's website (wilcotx _(2) No [Skip to Q10.] as it to find the information you were looking fasy(4) Easy(3) Neutral(2) Not easy

10. <u>Perceptions of the County.</u> Please rate your satisfaction with each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

	How satisfied are you with	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Ease of travel in Williamson County	5	4	3	2	1	9
2.	Effectiveness of County communication with the public	5	4	3	2	1	9
3.	Overall image of Williamson County	5	4	3	2	1	9
4.	Overall quality of services provided by Williamson County	5	4	3	2	1	9
5.	Quality of customer service you receive from County employees	5	4	3	2	1	9
6.	Quality of life in Williamson County	5	4	3	2	1	9

11. <u>Perceptions of the County.</u> Please rate Williamson County on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following.

How would you rate Williamson County	Excellent	Good	Neutral	Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to retire	5	4	3	2	1	9
4. As a place to start or own a business	5	4	3	2	1	9
5. As a place to work	5	4	3	2	1	9

12.	• •	year, have you or other members of your household contacted employees of ty to seek services, ask a question, or file a complaint?
	(1) Yes	(2) No (Skin to Q13)

(' '	(2) NC	I [Skip to QTS.]		
12a.	Which departmen	nt did you contac	t most recently?	
12b.	How did you mos	st recently contac	et the County?	
	(1) Email	(2) In-person	(3) Phone	

12c. <u>Customer Service.</u> Using a scale of 5 to 1, where 5 means "Very Satisfied," and 1 means "Very Dissatisfied," please rate your satisfaction with your experience interacting with the county government department(s) you contacted.

	How satisfied are you with	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Accuracy of the information you were given	5	4	3	2	1	9
2.	Courtesy of county employee(s) you interacted with	5	4	3	2	1	9
3.	Ease of contacting the WilCo employee needed	5	4	3	2	1	9
4.	Overall resolution of your issue/concern	5	4	3	2	1	9
5.	Timeliness of county employees' response	5	4	3	2	1	9

13. Please rate how frequently you or the members of your household visit each of the parks and trails provided by Williamson County listed below.

	How frequently do you visit	Daily	Weekly	Monthly	Yearly	Less than Once Per Year	Never
1.	Berry Springs Park and Preserve	5	4	3	2	1	9
2.	Brushy Creek Regional Trail	5	4	3	2	1	9
3.	Champion Park	5	4	3	2	1	9
4.	Lake Creek Trail	5	4	3	2	1	9
5.	River Ranch County Park	5	4	3	2	1	9
6.	Southwest Williamson County Regional Park	5	4	3	2	1	9
7.	Twin Lakes Park	5	4	3	2	1	9

Parks and Trails. Please rate your satisfaction with each of the parks services provided by 14. Williamson County.

	How satisfied are you with	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Ease of use of on-line park facility reservation system (ActiveNet)	5	4	3	2	1	9
02.	Overall feeling of safety in WilCo parks	5	4	3	2	1	9
03.	Quality and availability of group rental facilities (e.g. picnic pavilions, fire rings, amphitheaters)	5	4	3	2	1	9
104	Quality and availability of open space and natural areas in County parks	5	4	3	2	1	9
05.	Quality and availability of overnight camping	5	4	3	2	1	9
06.	Quality and availability of playgrounds in WilCo parks	5	4	3	2	1	9
07.	Quality and availability of restrooms in WilCo parks	5	4	3	2	1	9
08.	Quality and availability of the Quarry Splash Pad	5	4	3	2	1	9
09.	Quality and availability of the WilCo Exposition Center	5	4	3	2	1	9
10.	Quality and availability of WilCo parks	5	4	3	2	1	9
11.	Quality and availability of WilCo trails	5	4	3	2	1	9
	Quality of customer service experience with WilCo Parks Department staff	5	4	3	2	1	9

15.	Which THREE of the pareceive the MOST EMPH using the numbers from the	HASIS from	the County ov		•
	ŭ	1st:	2nd:	3rd:	

<u>County Government.</u> Using a 5-point scale, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please indicate your level of agreement with each of the following 16. statements.

	Rate your level of agreement:	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
1.	Williamson County adequately funds improvements for county roads	5	4	3	2	1	9
2.	Williamson County Commissioners effectively manage County resources	5	4	3	2	1	9
3.	Williamson County has enough early voting locations	5	4	3	2	1	9
4.	Williamson County polling places are conveniently located and accessible	5	4	3	2	1	9
5.	Williamson County professionally and efficiently manages juries	5	4	3	2	1	9
6.	Williamson County's Juvenile Justice system has adequate resources to address juvenile offenders and their families	5	4	3	2	1	9
7.	Williamson County's web page is a useful source of information	5	4	3	2	1	9

17.	Which THREE of the below using the number			•	ant to you? [Write in your answe	rs
		1st:	2nd:	3rd:		

<u>Public Safety</u>. Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations. 18.

How safe do you feel	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	N/A
1. In Williamson County overall	5	4	3	2	1	9
2. When walking alone in your neighborhood at night	5	4	3	2	1	9
3. When walking alone in your neighborhood during the day	5	4	3	2	1	9

19. <u>Law Enforcement</u>. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate how you feel with regard to the following aspects of law enforcement and the criminal justice system.

	How satisfied are you with	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1.	Animal Control services	5	4	3	2	1	9
2.	Enforcement of traffic safety laws	5	4	3	2	1	9
3.	Overall law enforcement relationship with the community	5	4	3	2	1	9

20. <u>Sheriff's Office.</u> Have you or any member of your household had contact with the County Sheriff's Office during the past year?					the Willia	amson		
) Yes(2) No [Skip to Q21.]						
	20a.	Please CHECK ALL the types of country Sheriff's O				of your ho	usehold	had with
		(1) Animal control(2) Criminal investigation(3) Interaction at community event(4) Reported a crime	(5)	Requested	assistance			
	20b.	Overall, how satisfied are you with County Sheriff's Office?	າ your mos	st recent i	nteractio	on with th	e William	ison
		(5) Very satisfied(4) Satisfied _	(3) Neutra	al(2) [Dissatisfied	(1) Ve	ery Dissatis	fied
21.	mean in gei	<u>Knowledge.</u> Using a scale of 5 to s "Not at all knowledgeable" please neral.) Extremely knowledgeable	e rate your		nowledg			
	(4) Knowledgeable) Not sure	(1)	Not at all kn	owledgeab	le		
22.	from	egic Priorities. WilCo recently adopt that plan. How much do you agree o	or disagree	with eac		a strategi	c priority	
	Rate your leve Williamson Co	el of agreement with each being a Strategi Priority for ounty	Strongly Agree	Somewhat Agree	Neutral	Somewhat Disagree	Strongly Disagree	Don't Know
1.	_	ervices and systems for a safe community	5	4	3	2	1	9
2.	regional so	ns and collaborative partnerships to fund lutions addressing growth and development	5	4	3	2	1	9
		ensure financial stability and sustainability	5	4	3	2	1	9
4.	State-of-the	e-art technology for customer service	5	4	3	2	1	9
23.	What ——	are you MOST CONCERNED about	as a resid	ent of Wil	liamson	County?		
24.	What	do you perceive to be the BIGGEST	THREAT	to quality	of life in	Williams	on Coun	ty?
25.	What	is the BEST thing about living in W	illiamson (County?				
26.	Do yo	ou have suggestions on how William	nson Coun	ty could s	serve yo	u better?		
Эе	mographi	CS						
27.		oximately how many years have you	u lived in V	Villiamsor	n County	?	years	

28.	Which of the following best describes your race/ethnicity? [Check all that apply.] (01) Asian or Asian Indian
29.	Including yourself, how many persons of each age are currently living in your household?
	Under age 10: Ages 11-19: Ages 20-44: Ages 45-64: Ages 65+:
30.	Your gender: (1) Male(2) Female(3) Other:
31.	What is your age? years
32.	Do you own or rent your current residence?(1) Own(2) Rent
33.	Which of the following best describes your current employment status? (1) Employed full-time [Answer Q33a.]
34.	What type of dwelling do you live in?(1) Single family house (detached from other houses)(4) Mobile home(2) Duplex or townhome(5) Other:(3) Apartment or condominium building
35.	If you would like to opt-in for a chance to win one \$500 prepaid Visa gift card please provide your contact information below. [Your information will NOT be shared with the county and will only be used to contact you if you are selected as the winner of the prepaid Visa gift card.]
	Phone: Email Address:

This concludes the survey. Thank you for your time! Please return your completed survey in the postage-paid envelope addressed to: ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to identify needs and priorities for residents in different areas of the County. If your address is not correct, please provide the correct information. Thank you.

Meeting Date: 07/16/2024

Court Cancellations

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

30.

Agenda Item

Discuss, consider and take appropriate action on canceling Commissioners Court on Tuesday for the following dates: November 12, 2024; December 3, 2024; December 24, 2024; December 31, 2024; January 21, 2025; February 18, 2025; April 22, 2025; May 27, 2025; July 8, 2025 and September 2, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
110111/10	ACCUNO.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. (Originator)

Becky Pruitt

07/11/2024 11:10 AM

Started On: 07/11/2024 11:00

Form Started By: Becky Pruitt Started On: 07/11/2024 11:04 AM Final Approval Date: 07/11/2024

Meeting Date: 07/16/2024

Sheriff's Office Budget Amendment for 2024 Budget **Submitted By:** Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

31.

Agenda Item

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

Background

The budget amendment recognizes insurance proceeds received to repair vehicles in the Sheriff's Office. The proceeds are being used to offset the expenditures in the Sheriff's Office budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$13,915.86

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/10/2024 11:30 AM

Form Started By: Pam Navarrette Started On: 07/09/2024 04:28 PM Final Approval Date: 07/10/2024

Meeting Date: 07/16/2024

Sheriff's Office Budget Amendment for 2024 Budget **Submitted By:** Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

32.

Agenda Item

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

Background

The budget amendment recognizes insurance proceeds received to repair vehicles in the Sheriff's Office. The proceeds are being used to offset the expenditures in the Sheriff's Office budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	
	0100.0560.004541	Vehicle Maintenance	\$13,915.86	

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/10/2024 11:29 AM

Form Started By: Pam Navarrette Started On: 07/09/2024 02:37 PM Final Approval Date: 07/10/2024

Meeting Date: 07/16/2024

Purchasing Policy Update for Oracle (ERP) Purchasing Requisition and Purchase Order Permissions Policy

33.

Submitted For: Joy Simonton Submitted By: Joy Simonton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Oracle Enterprise Resource Planning (ERP) Purchasing Requisition and Purchase Order Permissions Policy. Effective upon approval.

Background

Recommended policy update attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchasing Policy Update

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 10:31 AM

Form Started By: Joy Simonton Started On: 07/11/2024 08:56 AM

Final Approval Date: 07/11/2024



Oracle (ERP) Purchasing Requisition and Purchase Order Permissions Policy

SCOPE AND PURPOSE

Oracle has been configured to align with the Williamson County Purchasing Policy. The purpose of this policy is to define how purchasing permissions are assigned and documented within Oracle.

ROLE DEFINITIONS AND RESPONSIBILITIES

Requisition Requestors (WC Requisition Requestor): Requestors shall be authorized by Department Head, Elected Official or their designee to create purchase requisitions in Oracle. Limit shall be \$0.01.

Requisition Approvers (WC Req Primary Appr 20K): Approvers shall be authorized by Department Head, Elected Official or their designee to approve purchase requisitions in Oracle. Limit shall be \$19,999.99.

Subsequent Oracle Hierarchy Approvers (WC Req Subsequent Appr 20K): Subsequent Oracle Hierarchy Approvers shall be authorized by the Commissioners Court to review and/or approve purchases of \$20,000 and over and for special funds purchases (i.e. technology funds, court reporter funds, projects/grants etc.). These hierarchy approvers include the Purchasing Buyer Pass-Through Queue.

Additionally, there are approvers following the Purchasing Buyer Pass-Through Queue who each have dual approval functions, both countywide and within their own department:

Budget Officer and Assistant Budget Officer: Each shall approve requisitions for their own budget (491) and shall have review and approval permissions for countywide requisitions of \$20,000 and over and for special funds purchases (i.e. technology funds, court reporter funds, projects/grants etc.). Therefore, when approving their own budget requisitions of \$20,000 and over or special funds, they must manually forward the requisition to the Purchasing Buyer Pass-Through Queue as to not circumvent that approval. For all countywide requisitions their Oracle Approver will be the County Judge or Chief of Staff which will be reflected in their permission setup, as only one path can be built into the Oracle setup.

Chief of Staff: Shall approve requisitions for their own budget (400) and shall have overall pass-through review and approval permissions for countywide requisitions of \$20,000 and over and for special funds purchases (i.e. technology funds, court reporter funds, projects/grants etc.). Therefore, when approving their own budget requisitions of \$20,000 and over or special funds, they must manually forward the requisition to the Purchasing Buyer Pass-Through Queue as to not circumvent that approval. For all countywide requisitions their Oracle Approver will be the County Judge which will be reflected in their permission setup, as only one path can be built into the Oracle setup.

County Judge: Shall be the highest-level approver for requisitions of \$20,000 and over and special funds purchases (i.e. technology funds, court reporter funds, projects/grants etc.)

Purchase Order Creator/Approver (Oracle Buyer) (WC PO Create_Appr_Buyer): Approvers are authorized by the Purchasing Agent/Deputy Purchasing Agent to create and approve purchase orders after a requisition is routed through required approvals.

Purchase Order Creator/Approver (Oracle Buyer) for Fleet Services (Fleet Create_Appr_Buyer): Special Approvers in the Fleet Services Department are authorized by the Commissioners Court to create and approve purchase orders for Fleet Services only and up to \$19,999.99 (or higher as approved for special line items per Commissioners Court order) after a requisition is routed through required approvals. This is to ensure quick turn-around on part purchases that often must be facilitated immediately to reinstate fleet vehicles to an operable state without delay.

Purchase Order Viewer (WC PO View): Viewers shall be authorized by Department Head, Elected Official or their designee to view Purchase Orders in Oracle. View permissions are requested through ServiceNow

Purchasing Module Permission Verification (WC Purch Dept SuperUser): Purchasing Agent/Deputy Purchasing Agent or designated Purchasing staff are authorized by the Commissioners Court to verify Oracle Purchasing Module System user permissions ServiceNow requests and forward to Oracle System Administrators.

Oracle Purchasing System Administrators (**WC Purch SysAdmin**): Administrators shall be authorized by the Chief Information Officer to set up and maintain the Oracle Purchasing Module System permissions and roles. Oracle System Administrators shall provide Department Heads and Elected Officials a permissions report at least once per year or upon request if necessary.

Funding Source Assignment: Funding Sources are created and assigned by the Auditor's Office. As new codes are created and assigned the Auditor's Office is responsible for notifying the Department Head or Elected Official.

Department Head and Elected Officials: Department Heads and Elected Officials shall be responsible for authorizing and maintaining purchasing permissions, role assignments, GL codes and special funds on their departmental spreadsheet report.

ServiceNow Managers: ServiceNow Managers are designated by Department Heads or Elected Officials to enter employee asset requests through ServiceNow. ServiceNow Managers shall be responsible for new requests, change requests and termination requests for Oracle Purchasing Module System permissions.

Purchasing Department Staff:

Due to the special nature of the Purchasing Department having to facilitate their own budget purchases as well as countywide purchases and in some cases emergency requisitions for other departments, the Oracle permissions setup is highly specialized.

Purchasing Buyer Pass-Through Queue: The Senior Contract Specialist Queue (Purchasing Buyer Pass-Through Queue) is the first level in the Subsequent Oracle Hierarchy Approvers workflow. This queue is not reviewed by the Senior Contract Specialist but by buyers in the purchasing department. Each buyer accesses the queue, reviews the requisitions for purchasing compliance and either forwards to the next **Subsequent Oracle Hierarchy Approver** if correct, or rejects the requisition back to the requisition creator if corrections are needed. Due to the queue needing to be tied to a real employee position the Sr Contract Specialist was selected as they are neutral and do not have any other Purchasing permissions.

PURCHASE REQUISITIONS

Purchasing Specialist I:

Requisitions for 0494 budget: If **Purchasing Specialist I** issues requisition for the Purchasing Department (0494) budget, it **shall be forwarded to a Purchasing Manager** for approval. The Purchasing Managers are designated as the primary department approvers. There can only be one Oracle approver designated in the Oracle hierarchy (either requisition or Purchase Order approver). Due to the department facilitating

countywide Purchase Orders daily and very few purchase requisitions for the Purchasing budget the Purchase Order hierarchy prevails. **Purchasing Specialist I** can issue 0494 funded requisitions and therefore the limit shall be set at \$0.01.

Requisitions for countywide budgets: If Purchasing Specialist I issues requisition for countywide departments requisition shall be forwarded to a Purchasing Manager for approval. The Purchasing Managers shall forward the requisition to the Sr. Purchasing Specialist pass-through queue. A buyer shall locate the requisition in the queue then forwards the requisition to the Budget Officer (or backup). The Budget Officer shall forward the requisition to the Chief of Staff. The Chief of Staff shall forward the requisition to the County Judge who then approves it. Purchasing Specialist I can issue requisitions for countywide departments and therefore the limit shall be set at \$0.01.

Purchasing Specialist II:

Requisitions for 0494 budget: If Purchasing Specialist II issues requisition for the Purchasing Department (0494) budget, it shall be forwarded to a Purchasing Manager for approval. The Purchasing Managers are designated as the primary dept approvers. There can only be one Oracle approver designated in the Oracle hierarchy (either requisition or Purchase Order approver). Due to the department facilitating countywide Purchase Orders daily and very few purchase requisitions for the Purchasing budget the Purchase Order hierarchy prevails. Purchasing Specialist II can issue 0494 funded requisitions and therefore the limit shall be set at \$0.01.

Requisitions for countywide budgets: If Purchasing Specialist II issues requisition for countywide departments requisition shall be forwarded to a Purchasing Manager for approval. The Purchasing Managers shall forward the requisition to the Sr. Purchasing Specialist pass-through queue. A buyer shall locate the requisition in the queue then forwards the requisition to the Budget Officer (or backup). The Budget Officer shall forward the requisition to the Chief of Staff. The Chief of Staff shall forward the requisition to the County Judge who then approves it. Purchasing Specialist II can issue requisitions for countywide departments and therefore the limit shall be set at \$0.01.

Contract Specialist:

Serves as backup to the Purchasing Specialist:

Requisitions for 0494 budget: If Contract Specialist: issues requisition for the Purchasing Department (0494) budget, it shall be forwarded to a Purchasing Manager for approval. The Purchasing Managers are designated as the primary dept approvers. There can only be one Oracle approver designated in the Oracle hierarchy (either requisition or Purchase Order approver). Due to the department facilitating countywide Purchase Orders daily and very few purchase requisitions for the Purchasing budget the Purchase Order hierarchy prevails. Contract Specialist: can issue 0494 funded requisitions and therefore the limit shall be set at \$0.01.

Requisitions for countywide budgets: If Contract Specialist: issues requisition for countywide departments requisition shall be forwarded to a Purchasing Manager for approval. The Purchasing Managers shall forward the requisition to the Sr. Purchasing Specialist pass-through queue. A buyer shall locate the requisition in the queue then forwards the requisition to the Budget Officer (or backup). The Budget Officer shall forward the requisition to the Chief of Staff. The Chief of Staff shall forward the requisition to the County Judge who then approves it. Contract Specialist: can issue requisitions for countywide departments and therefore the limit shall be set at \$0.01.

Senior Purchasing Specialist:

Requisitions for 0494 budget: If Senior Purchasing Specialist issues requisition for the Purchasing Department (0494) budget, it shall be forwarded to a Purchasing Manager for approval. The Purchasing Managers are designated as the primary dept approvers. There can only be one Oracle approver designated in the Oracle hierarchy (either requisition or Purchase Order approver). Due to the department facilitating countywide Purchase Orders daily and very few purchase requisitions for the Purchasing budget the Purchase Order hierarchy prevails. Senior Purchasing Specialist can issue 0494 funded requisitions and therefore the limit shall be set at \$0.01.

Requisitions for countywide budgets: If Senior Purchasing Specialist issues requisition for countywide departments requisition shall be forwarded to a Purchasing Manager for approval. The Purchasing Managers shall forward the requisition to the Sr. Purchasing Specialist pass-through queue. A buyer shall locate the requisition in the queue then forwards the requisition to the Budget Officer (or backup). The Budget Officer shall forward the requisition to the Chief of Staff. The Chief of Staff shall forward the requisition to the County Judge who then approves it. Senior Purchasing Specialist can issue requisitions for countywide departments and therefore the limit shall be set at \$0.01.

Purchasing Manager: Shall not enter requisitions, only approve them.

Purchasing Agent/Deputy Purchasing Agent: Shall not enter requisitions unless no Purchasing Specialist is available, and it is during an emergency setting. Exception must be approved by the County Auditor or First Assistant Auditor in writing and filed along with the PO backup. Requisition must be forwarded to a Purchasing Manager for approval and checks and balances.

PURCHASE ORDER APPROVAL

Purchasing Specialist I: Creates Purchase Orders and approves them **up to \$25,000.** Purchase Orders over that limit shall route to a **Purchasing Specialist II or higher**.

Purchasing Specialist II: Creates Purchase Orders and approves them **up to \$50,000.** Purchase Orders over that limit shall route to a **Sr. Purchasing Specialist or higher**.

Contract Specialist: Creates Purchase Orders and approves them **up to \$50,000**. Purchase Orders over that limit shall route to a **Sr. Purchasing Specialist or higher**.

Sr. Purchasing Specialist: Creates Purchase Orders and approves them **up to \$100,000.** Purchase Orders over this limit shall route to a **Purchasing Manager or higher**.

Purchasing Manager: Creates Purchase Orders and approves them **up to \$250,000.** Purchase Orders over this limit shall route to **the Purchasing Agent or Deputy Purchasing Agent**.

Purchasing Agent or Deputy Purchasing Agent: Creates Purchase Orders and has unlimited Approval capacity.

During the training phase, a newly hired Purchasing employee is first assigned a \$0.01 Purchase Order limit. After a reasonable amount of time and/or as determined by their supervisor the limit may be increased to \$5,000.00 until the employee is fully trained in which case, they will be assigned the appropriate limit depending on their position.

Purchasing Specialist I: \$25,000.00
Purchasing Specialist II: \$50,000.00
Contract Specialist: \$50,000.00
Senior Purchasing Specialist: \$100,000.00
Purchasing Manager: \$250,000.00
Purchasing Agent/Deputy Purchasing Agent: Unlimited

BLACKOUT AUDIT PERIOD

The blackout period is a time period in which the Human Resources Department (HR) makes a high number of personnel record adjustments to include compensation changes, position changes and position grade changes. This time period typically takes place each year between September and the end of December. Those changes can affect the Oracle Permissions structure. During this time, the Purchasing Department is working with end-users on their annual baseline. Auditing this time period is discouraged as it is impossible to know what HR changes are being made without the ServiceNow ticket being submitted. The baseline exercise is designed to capture and document all of these types of changes each year.

OTHER EXCEPTIONS

Non-Departmental Funds Requisitions: There may be occasional needs for requisitions to be entered by a department for special funds that are not assigned to departments, such as 409 (Inter-Departmental) or 01.0312.0312.005300 (Improvements >\$5,000) or others. These GL codes will not be reflected in the endusers' GL ranges/ServiceNow asset records as they do not belong to a specific department. These requisitions will all route through the entire Subsequent Oracle Hierarchy Approvers up to the County Judge.

Requisitions for countywide centralized programs: The Purchasing Department may enter requisitions for other departments or countywide programs such as the countywide copier program or the countywide vehicle order.

Emergency Requisitions: Emergency situations may require Purchasing Department staff to enter a requisition if an end-user requisitioner is not available.

Change in Leadership of a Department: When there is a change in leadership in a specific department, interim requisition entry by Purchasing Staff may be necessary to aid the newly hired Department Head or Elected Official continue operations while they are training. This exception shall not happen due to a department's lack of planning or lack of backup staff and only be facilitated on rare occasions.

Changing Requisitions to incomplete status: In some cases, a requisition may be stuck in the hierarchy due to approvers hitting the wrong button and may need to be changed to incomplete status so it can be routed appropriately. If Purchasing Staff determines with an Information Systems Oracle Purchasing System Administrator that this is the appropriate solution, an Incident Ticket shall be sent by Purchasing with the request to document the transaction.

Pass-Through: The Oracle Purchasing Module requires a value of \$0.01 to be assigned to a role with no approval authority. This functionally is referred to as "pass-through".

Seized or Forfeiture Funded Requisitions for the Sheriff's Office: All Requisitions funded out of 0411, 0412, 0413 budgets shall route from a Sheriff's Office Requisition creator straight to the Sheriff. This is an exception to the usual requisition hierarchy.

ORACLE PURCHASING MODULE SYSTEM CONFIGURATION

Report To Field: The Oracle Purchasing Module defines the "Report To Field" as a Requisition Approver or Purchase Order Creator or Approver.

Requisition Requestors: Requisition Requestors shall be assigned a pass-through limit of \$0.01 to generate a requisition as they have no approval authority.

Requisition Approvers: Requisition Approvers shall be assigned an approval limit of \$19,999.99 but some exceptions apply. Requisitions under \$20,000 will be approved by the Department Approver and route to the Purchasing Buyer's requisition queue (Oracle Auto Create file).

In some cases, departments have more than one level of department approver in which case a requisition can be forwarded to that approver. The highest department level approver whose limit shall not exceed \$19.999.99 shall report to the Senior Contract Specialist in the Oracle configuration. The Senior Contract Specialist queue (Purchasing Buyer Pass-Through Queue) is the first level in the Subsequent Oracle Hierarchy Approvers workflow.

Funding Sources (GL Codes): All Funding Sources (GL Codes). Typically, a range is entered to allow future codes to be included. Funding sources are assigned and sent to a department by the Auditor's Office and shall be established in the baseline configuration each year.

Funding Source Exception: Special Funds, Project Funds and Grant Funds requisitions shall route through the Subsequent Oracle Hierarchy Approvers and shall require Requisition Requestors and Requisition Approvers authorized with Oracle Purchasing Module System permissions to be assigned an approval limit of \$0.01 (no approval authority) to assure correct routing.

Seized or Forfeiture Funded Requisitions for the Sheriff's Office: All Requisitions funded out of 0411, 0412, 0413 budgets shall route from a Sheriff's Office Requisition creator straight to the Sheriff. This is an exception to the usual requisition hierarchy.

Baseline: A baseline configuration shall be established in the fall of each year for each Department Head, Elected Official, or ServiceNow Manager of a department to document all up to date Oracle Purchasing Module System permissions through ServiceNow. This baseline utilizes a spreadsheet hierarchy report generated by Oracle that reflects the Oracle Purchasing roles and permissions.

SERVICENOW PURCHASING REQUISITION AND PURCHASE ORDER PERMISSIONS REQUEST

A spreadsheet report reflecting department roles and funding sources will be generated by the Information Systems Department and placed in the department's SharePoint file once per year for the baseline exercise or after a change has taken place. This report reflects the roles and permissions in Oracle.

New Oracle permissions or changes to existing permissions for employees shall be requested through the ServiceNow Purchasing Requisition and Purchase Order Permissions Request Form by Department Heads, Elected Officials and or ServiceNow Managers. Each authorized Oracle Purchasing user will require a ServiceNow ticket for subsequent updates.

The request requires that the complete department spreadsheet of roles and funding sources be included with edits and signed by the Department Heads, Elected Officials, or ServiceNow Managers.

For new Elected Officials Senior Director of Human Resources shall be entering ServiceNow Purchasing

Requisition and Purchase Order Permissions Requests unless a Chief Deputy or Service Now Manager for that department is available. If neither is an option, the County Chief of Staff can enter the request.

For new Department Heads the County Chief of Staff shall be entering ServiceNow Purchasing Requisition and Purchase Order Permissions Requests unless a Deputy Director or Service Now Manager for that department is available. If neither is an option, the Senior Director of Human Resources can enter the request.

The Purchasing Department will review the request and verify that correct role assignments have been documented. Once the Purchasing Department approves the Asset Request through ServiceNow, the Information Systems Department shall implement and configure Oracle Purchasing Module System permissions to reflect that approved request.

Purchasing staff will check against the Williamson County Purchasing Hierarchy Report for staffing updates on a weekly basis. When the purchasing staff or Information Systems notice a title change, promotion, or termination Purchasing will make every effort to remind the Department Heads, Elected Officials or authorized ServiceNow Managers that their Oracle Purchasing Module System permissions may need to be updated.

Anticipated Turn-Around Time for Service Now Tickets In the Workflow

- Service Now Analyst III (or backup in Information Systems) review tickets and sends to Purchasing within 24-48 business hours;
- Purchasing reviews and completes ServiceNow ticket and initiates the workflow in Oracle;
- Purchasing System Administrator(s) process workflow within 5 business days;
- Oracle System Administrator completes setup and places fresh Hierarchy Report into SharePoint file within 5 business days

INCIDENT TICKETS

In some circumstances that may not be able to be communicated via ServiceNow request, an Incident Ticket shall be issued by the Purchasing Agent/Deputy Purchasing Agent to document the change.

Example: A terminated user had Oracle permissions which are removed at departure of the employee. The newly hired employee automatically appears on the hierarchy report due being placed in that position, yet no permissions are assigned. If the manager makes the decision to not assign Oracle permissions to the new hire, there is no way to document that in ServiceNow as they had never been assigned or requested before, however they will have to be removed from the report via Incident Ticket.

DEPARTMENT TRAINING

Department Heads, Elected Officials and ServiceNow Managers, Requisition Requestors, Requisition Approvers, and Subsequent Oracle Hierarchy Approvers are not permitted Oracle Purchasing access until they have completed required training through the Purchasing Department.

Meeting Date: 07/16/2024

Purchasing Policy Update for Solicitation Deadline Extension Advertising

Submitted For: Joy Simonton Submitted By: Joy Simonton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

34.

Agenda Item

Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Solicitation Deadline Extension Advertising. Recommended effective date to be 9/1/24.

Background

Recommended policy update attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
1.0	7.1001.1101	2000	7

Attachments

Purchasing Policy Update

Final Approval Date: 07/11/2024

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 08:05 AM

Form Started By: Joy Simonton Started On: 07/10/2024 09:55 PM



SOLICITATION DEADLINE EXTENSION AND NOTICE REQUIREMENT POLICY

DETERMINATION AND AUTHORITY

Williamson County Commissioners Court has the discretion to extend a solicitation deadline to best serve the interest of the county. Approval of this policy by the Commissioners Court delegates the authority to issue a solicitation deadline extension to the Purchasing Agent and the Purchasing Agent's assistants.

Solicitation deadline extensions are issued to enhance competition and provide a fair and favorable environment for suppliers to submit a response. With this goal in mind, if a situation warrants a deadline extension, it shall be granted. The acceptable reasons for a deadline extension are outlined herein. Documentation shall be kept on file noting the reason for the extension. Documentation must contain the approval of the Purchasing Agent or Deputy Purchasing Agent.

All supplier responses, including those received prior to an extension being made, shall all be opened at the same time.

NOTICE REQUIREMENT

A notice of a proposed purchase deadline extension must be published at least once a week for two consecutive weeks in a newspaper of general circulation in the county, with the first day of publication occurring at least 14 days before the date of the bid opening. Advertisements shall run on Sundays.

REASONS FOR EXTENSION

Solicitation Deadline Extension Reason(s) Code Chart

Change or clarification in specification	1A.	Substantive change in specification provided by Williamson County End User
2. Administrative	2A.	Change in process, staffing or other administrative issue necessitates an extension
3. Emergency/natural disaster	3A.	Emergency or natural disaster may prevent regional suppliers from submitting a response and prevent county staff from being able to participate in the solicitation administration

PROCESS

Purchasing staff shall complete the Solicitation Deadline Extension Approval form, obtain the required signatures, place the notice as required, adjust the deadlines in the electronic bidding platform, and keep documentation of the extension approval in the solicitation archive files.

Sec. 262.26 OPENING OF BIDS. (a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the commissioner court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The commissioners court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes the purchases for the county.

Meeting Date: 07/16/2024

Approval of Service Contract for Payroll Services for Temporary Labor for Elections Department

Submitted For: Joy Simonton Submitted By: Joy Simonton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

35.

Agenda Item

Discuss, consider, and take appropriate action on approving Service Contract #2024234 for Openwork LLC for Payroll Services for Temporary Labor for Elections not to exceed \$49,999.00 and authorize execution of the agreement.

Background

Approval of this agreement supports the temporary labor required for the Elections Department for a 90-day period. Competitive quotes were obtained for this purchase. Funding source is 01.0100.0492.004100. The department point of contact is Bridgette Escobedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form 1295 Openwork LLC

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 10:28 AM

Form Started By: Joy Simonton Started On: 07/10/2024 09:03 PM

Final Approval Date: 07/11/2024

WILLIAMSON COUNTY SERVICE CONTRACT

Payroll Services for Temporary Labor for Elections

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 **Openwork LLC**, 7320 N Mopac Pkwy, Suite 101, Austin, Texas 78731, (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 assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

<u>Services</u>: 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, but are not limited to the following:

- A. Process payroll checks for the positions and assignments listed in **Exhibit A** for referred and existing temporary employees working for the Elections Administration.
- B. Provide options for both direct deposit and check submittal of payment.
- C. Process Federal Payroll Taxes and unemployment insurance.
- D. Provide reports coinciding with Pay Dates from election personnel which include each employee's name position worked, project code, hourly pay rate, regular and overtime hours, gross pay, pay date, taxes, and percent markup cost.

Should the County choose to add services in addition to those described above, 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.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue for Ninety (90) days.

III.

Consideration and Compensation: Service Provider will be compensated based on a fee schedule set forth in Exhibit A. The not-to-exceed amount shall be Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$49,999.00). Additionally, 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.

<u>Insurance</u>: 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 Bodily Injury by Disease	\$500,000 Ea. Accident \$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,	\$1,000,000	\$1,000,000

completed operations and contractual)

Aggregate policy limits:

\$2,000,000

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

COVERAGE	PER PERSONPER	OCCURRENCE

Bodily injury \$1,000,000 \$1,000,000

(including death)

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.

<u>No Waiver of Sovereign Immunity or Powers</u>: 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.

<u>Compliance With All Laws:</u> 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.

<u>Termination</u>: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving seven (7) days written notice thereof.

X.

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

XI.

<u>Severability</u>: 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.

<u>Confidentiality:</u> 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.

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

<u>Foreign Terrorist Organizations:</u> 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.

<u>Public Information:</u> 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.

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. Pay Rate for Payroll Services, being marked Exhibit "A";
- 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.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: 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:	SERVICE PROVIDER:				
	Openwork LLC				
Authorized Signature	Name of Service Provider				
	Alani Down				
County Judge/Presiding Officer	Authorized Signature				
Date:, 20	Arlaine Decrevel				
	Printed Name				
	Date: July 10th, 20 24				

Exhibit "A"

Payroll	Services for Referred and Existing Lab	oor for Elections	
Item	Position Name	Hourly Bill Rate	
1	Supervisor Early Voting (EV)	\$21.59	
2	Alternate Supervisor (EV)	\$19.05	
3	Clerks (EV)	\$19.05	
4	Student Clerks (EV)	\$19.05	
8	Judge Elections Day (ED)	\$21.59	
9	Alternate Judge (ED	\$19.05	
10	Clerks (ED)	\$19.05	
11	Student Clerks (ED)	\$19.05	
12	Field Techs EV and ED	\$21.59	
13	13 Central Count Judge S		
14 Central Count Alternate Judge		\$19.05	
15	Central Count (Inside)	\$19.05	
16	Central Count (outside)	\$19.05	
17	Central Count (Team Leader Outside)	\$19.05	
18	Public Test	\$19.05	
19	Judge Early Voting Ballot Board (EVBB)	\$21.59	
20	Alternate Judge (EVBB)	\$21.59	
21	Clerks (EVBB)	\$21.59	
23	Warehouse	\$21.59 - \$25.40	
24	Data Entry/Scanning	\$19.05	
25	Phone Banks	\$19.05	
26	Delivery Fee	\$31.75	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 of 1	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CI	OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and count of business. Openwork LLC Austin, TX United States	202	Certificate Number: 2024-1185735 Date Filed:			
2	Name of governmental entity or state agency that is a party to the being filed. Williamson County	entity or state agency that is a party to the contract for which the form is 07/10 Date # 07/10				
3	Provide the identification number used by the governmental entire description of the services, goods, or other property to be provided 2024234 Payroll Services for Temporary Labor for Elections		identify the	contract, and pro	vide a	
4	Name of Interested Party	City, State, Country (place	of business)	Nature of (check approximately Controlling		
S	antrach, Stephen	Austin, TX United States		Х		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is, and my date of			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	t.				
	Executed inCounty	/, State of	, on the	_day of(month)	, 20 (year)	
				, ,	,	
		Signature of authorized age (Declara		ing business entity		

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

									1 0† 1		
	Complete Nos. 1 - 4 and 6 if Complete Nos. 1, 2, 3, 5, and	there are interested parties. 6 if there are no interested pa	arties.					OFFICE USI	E ONLY I OF FILING		
1	Name of business entity fili	ng form, and the city, state a	and counti	y of the busi	ness entity's	s place	Certificate Number:				
	of business. Openwork LLC						2024-1185735				
	Austin, TX United States							Date Filed:			
2		ty or state agency that is a p	arty to the	contract for	which the fo	orm is	07/10/2024				
	being filed.		•				<u>.</u>				
	Williamson County						Date Acknowledged:				
3		umber used by the governm goods, or other property to				or identify	the co	ntract, and pro	vide a		
	2024234 Payroll Services for Temp	orary Labor for Elections									
4			1				Τ		of interest		
	Name of I	nterested Party		City, State,	Country (pla	ce of busin	ess)		pplicable)		
Sa	antrach, Stephen			Austin, TX	United Sta	tes		X X	Intermediary		
							\dashv				
							_				
							_				
5	Check only if there is NO In	terested Party.	ı								
6	UNSWORN DECLARATION	<u> </u>									
	My name is	Arlaine Decrevel			, and	my date of	birth is ₋		·		
	My address is			,		, _		_	_,		
		(street)			(city)	(s	tate)	(zip code)	(country)		
	I declare under penalty of per	jury that the foregoing is true a	and correct								
	Executed in	Travis	County	, State of	Texas	, on the	10th _{da}	ay of July			
				\mathcal{A}	lane.	Decar	1	(month)	(year)		
				Signature o	f authorized a	agent of con	tracting	business entity			
				•		clarant)	3				

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Authorize Issuing Advertisement for RFP #24RFP65 Payroll Services for Temporary Labor for Elections Administration

36.

Submitted For: Joy Simonton Submitted By: Joy Simonton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Payroll Services for Temporary Labor for Elections Administration, under RFP #24RFP65.

Background

Williamson County is requesting Proposals from qualified firms to provide as-needed Payroll Services for Temporary Labor to support the Elections Department operations. Williamson County seeks to award to one vendor with this solicitation for a period of four (4) years, plus two (2), 12-month optional renewals. The budget is estimated at \$1,000,000. The department point of contact is Bridgette Escobedo.

Funding sources are:

01.0100.0492.004100	Professional Services
01.0375.0375.004100	Professional Services
01.0376.0376.004100	Professional Services
01.0377.0377.004100	Professional Services

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Reviewed By Inbox **Date**

Becky Pruitt 07/11/2024 10:29 AM

Form Started By: Joy Simonton Started On: 07/10/2024 09:29 PM

County Judge Exec Asst.

Final Approval Date: 07/11/2024

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of Agreement for Cable Replacement from Brymer Communication Services, LLC dba Brycomm, LLC for

37.

Information Systems

Submitted For: Joy Simonton Submitted By: Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Agreement #2024230 between Williamson County and Brycomm for cable replacement for a total amount of \$153,400.00, pursuant to DIR contract #DIR-CPO-4777, and authorize the execution of the agreement.

Background

The attached Agreement for Construction Services for the Williamson County Courthouse Structured Cabling Project, attached, lays out the expenses required to remove and replace cabling for 2nd Floor of North the Justice Center. Replacing all network cabling to the new IT room at the Justice Center 2nd Floor North. The funding source is 01.0100.0503.004510. The department point of contact is Chris Ball.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295

Final Approval Date: 07/10/2024

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 09:22 AM County Judge Exec Asst. Becky Pruitt 07/10/2024 11:18 AM

Form Started By: Barbi Hageman Started On: 06/27/2024 02:35 PM



Agreement for Construction Services

(Cooperative Contract DIR-CPO-4777)

This Agreement for Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner" or "County") and Brymer Communication Services, LLC D/B/A BryComm LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Williamson County Courthouse Structured Cabling Project (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **One Hundred Fifty-Three Thousand Four Hundred Dollars (\$153,400.00)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve **Substantial Completion on or before August 31, 2024**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve **Final Completion on or before September 30, 2024**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

- **4.2.1** Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars (\$500.00) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- **4.2.2** Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.
- **4.2.3** Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price 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.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values 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 may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

- **5.2.1.1** Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.
- **5.2.1.2** 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.
- **5.2.1.3** If requested by Owner or required elsewhere in the Agreement, 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 <u>five thousand dollars (\$5,000)</u> 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 (if any) 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.
- **5.2.2** Unless otherwise provided in the Agreement, 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.

- 5.2.3 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.
 - **5.2.3.1** 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), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. 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.
 - **5.2.3.2** 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, including, without limitation, the duty to defend and indemnify Owner.
 - **5.2.3.3** 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 Price.
 - **5.2.3.4** 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.

5.3 Certificates For Payment

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

reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner'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 Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. 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 Owner 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 Price.

5.4 Decisions To Withhold Certification

- 5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner 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's opinion to protect the Owner from loss for which the Contractor is responsible because of:
 - **5.4.1.1** defective Work not remedied;
 - **5.4.1.2** third party claims filed or reasonable evidence indicating probable filing of such claims:
 - **5.4.1.3** failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
 - **5.4.1.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - **5.4.1.5** damage to the Owner or a separate contractor;
 - **5.4.1.6** failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
 - **5.4.1.7** failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
 - **5.4.1.8** failure to include sufficient documentation to support the amount of payment

requested for the Project;

- **5.4.1.9** failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or required by the Agreement; or
- **5.4.1.10** repeated failure to carry out the Work in accordance with the Agreement.
- **5.4.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

- **5.5.1** The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.
- 5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the 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.
- 5.5.3 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. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.
- **5.5.4** 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 Agreement.

5.6 Failure Of Payment

- **5.6.1** If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.
- 5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement 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 Price 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 Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

- 5.7.1 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 Agreement 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.
- 5.7.2 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 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 Agreement.
- 5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.
- 5.7.4 When the Work or designated portion thereof is substantially complete, the 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 Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- **5.7.5** 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 of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall

make payment of retainage.

5.8 Partial Occupancy or Use

- 5.8.1 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, 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 Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
- **5.8.2** Immediately prior to partial occupancy or use, the Owner and Contractor 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.
- **5.8.3** 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 Agreement.

5.9 Final Completion and Final Payment

- 5.9.1 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 will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.
- 5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (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 Agreement 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 Agreement, (4) consent of surety to final payment, and (5) 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 Agreement, to the extent and in such form as may be designated by the Owner.
- **5.9.3** 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 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

- 6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.
- 6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.
- **6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.
- 6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.
- 6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

Type of Coverage Limits of Liability

.1 Worker's Compensation Statutory

.2 Employer's Liability

Bodily Injury by Accident \$500,000 Ea. Accident Bodily Injury by Disease \$500,000 Ea. Employee Bodily Injury by Disease \$500,000 Policy Limit

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

COVERAGE PER OCCURRENCE

Commercial

General Liability \$1,000,000

(including premises, completed operations and contractual)

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 .
- .7 Umbrella coverage in the amount of not less than \$5,000,000.
- **6.5.2** Workers' Compensation Insurance Coverage:
 - 1. Definitions:

- (a) Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
- (b) Duration of the Project includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
- (c) Coverage Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (d) Persons providing services on the Project ("subcontractor") includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- 3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- 4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- 5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

- 6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- 7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the Project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
 - (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- 10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the

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

- 11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- **6.5.3** If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
- **6.5.4** Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.
- 6.5.5 The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies except the Workers' Compensation and Employer's Liability. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- 6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- **6.5.8** Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- **6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made

against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor shall indemnify, defend (with counsel of Owner's choosing), and hold harmless Owner, and Owner's employees, agents, representatives, partners, officers, and directors (collectively, the "Indemnitees") and shall assume entire responsibility and liability (other than as a result of Indemnitees' gross negligence) for any claim or action based on or arising out of the personal injury, or death, of any employee of Contractor, or of any subcontractor, or of any other entity for whose acts they may be liable, which occurred or was alleged to have occurred on the project site or in connection with the performance of the work. Contractor hereby indemnifies the Indemnitees even to the extent that such personal injury was caused or alleged to have been caused by the sole, comparative or concurrent negligence 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, 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, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART 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.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

- **8.1** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.
- 8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

- 9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.
 - 9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.
 - **9.1.3** A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

- 9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.
- **9.3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- 9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- 9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (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.

- 9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.
- 9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.
- **9.8** No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 BONDS:

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for

Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

- **11.1.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **11.1.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or
- 11.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

- **11.2.1** The Owner may terminate the Agreement if the Contractor:
 - **11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
 - **11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
 - **11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
 - 11.2.1.4 Fails to perform any of its obligations under the Agreement;
 - 11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code**, **Chapter 2251**;
 - 11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
 - **11.2.1.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
 - **11.2.1.8** Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.
- 11.2.2 When any of the reasons under Paragraph 11.2.1 exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, thirty (30) calendar days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method

the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

- 11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph** 11.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.
- 11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

- **11.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- **11.3.2** The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:
 - 11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - **11.3.2.2** that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

- **11.4.1** The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.
- **11.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - **11.4.2.1** Cease operations as directed by the Owner in the notice;
 - **11.4.2.2** Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - 11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 FEDERAL FUNDING REQUIREMENTS

12.1 The following additional requirements may be applicable related to the Coronavirus Aid, Relief and Economic Security Act (CARES) and The American Rescue Plan Act (ARPA) (C.F.D.A. 21027) where funding mandates legal compliance:

12.1.1 Use of Funds

Contractor understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

12.1.2 Period of Performance

The period of performance for this award begins on the date hereof and ends on no later than December 31, 2026. As set forth in Treasury's implementing regulations, Contractor may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

12.1.3 Reporting

Contractor agrees to comply with any reporting obligations established by Treasury as they relate to this award.

12.1.4 Maintenance of and Access to Records

Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.

Records shall be maintained by Contractor for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

12.1.5 Pre-award Costs

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

12.1.6 Administrative Costs

Contractor may use funds provided under this award to cover both direct and indirect costs.

12.1.7 Cost Sharing

Cost sharing or matching funds are not required to be provided by Contractor.

12.1.8 Conflicts of Interest

Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12.1.9 Compliance with Applicable Law and Regulations

Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

New Restrictions on Lobbying, 31 C.F.R. Part 21.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12.1.10 Remedial Actions

In the event of Contractor's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section

603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

12.1.11 Hatch Act

Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12.1.12 False Statements

Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

12.1.13 Publications

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Contractor] by the U.S. Department of the Treasury."

12.1.14 Debts Owed the Federal Government

Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.

Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

12.1.15 Disclaimer

The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

The acceptance of this award by Contractor does not in any way establish an agency relationship between the United States and Contractor.

12.1.16 Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

A member of Congress or a representative of a committee of Congress;

An Inspector General;

The Government Accountability Office;

A Treasury employee responsible for contract or grant oversight or management; An authorized official of the Department of Justice or other law enforcement agency;

A court or grand jury; or

A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

12.1.17 Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

12.1.18 Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, subcontractors, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12.1.19 Clean Air Act and The Federal Water Pollution Control Act Compliance

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification

to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12.1.20 Suspension and Debarment

- (a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The Contractor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Contractor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12.1.21 Recovered Materials

- (a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.
- (b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12.1.22 Access to Records

The following access to records requirements apply to this Contract:

(a) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (d) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12.1.23 Use of DHS Seals and Related Items

The Contractor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12.1.24 Compliance with Federal Law and FEMA Rules

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12.1.25 Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the awarding agency.

12.1.26 No Federal Government Obligations

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Contract.

12.1.27 False Claims Act Compliance and Program Fraud Prevention

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

ARTICLE 13 MISCELLANEOUS PROVISIONS

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

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

- 13.2 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.
- **13.3** Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.
- 13.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.
- 13.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

- 13.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.
- **13.7 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.
- 13.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.
- 13.9 Force Majeure. If the party obligated to perform is prevented from performance by acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, 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. Force majeure shall not include financial distress nor the inability of either party to make a profit or avoid a financial loss, changes in market prices or conditions, or a party's financial inability to perform its obligations hereunder.
- **13.10** No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.
- **13.11** Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of

governmental functions or services must make those payments from current revenues available to the paying party.

- 13.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 13.13 Entire Agreement & Incorporated Documents; Conflicting Terms: This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise of all the documents that are relevant to the Project (the "Contract Documents"):

- 1. This Agreement between County and Contractor;
- 2. Exhibit "A" Plans and Specifications;
- 3. Addenda issued prior to the Effective Date of this Agreement;
- 4. Cooperative Contract DIR-CPO-4777; and
- **5.** All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

- 1. This Agreement between County and Contractor;
- 2. Exhibit "A" Plans and Specifications;
- **3.** Addenda issued prior to the Effective Date of this Agreement;
- 4. Cooperative Contract DIR-CPO-4777; and
- **5.** All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	CONTRACTOR:
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	BRYMER COMMUNICATION SERVICES LLC D/B/A BRYCOMM LLC
By:	By: Docusigned by: Gin Smith 65ACEBE2010D447
Printed Name:	Printed Name: Geri Smith
Title:	Title: Director of Operations
Date:	Date: 7/2/2024

Approved as to Legal Form HAL HAWES

General Counsel, Commissioners Court

Date: Jul 08 2024 Time: 6:03 pm

Williamson County Auditor's Office
Date: Jul 08 2024 Time: 3:35 pm

Exhibit "A"

Plans and Specifications

Williamson County Courthouse Structured Cabling Project ("Project")

A. Scope of Work:

The Work for the Project shall include the following:

- 1. Provide and install all necessary components for Wall Data Outlets, Wireless Access Points and Camera locations marked on drawing provided by County.
- 2. Total of 155 Wall locations with 2 Cat6 cables = 310 Cables
- 3. Total of 10 Wireless Access Point Locations with 1 Cat6A cable = 20 Cables
- 4. Total of 3 Wireless Access Point Locations in court rooms with 2 Cat6A cables each = 6 Cables
- 5. Total of 17 Camera locations with 1 Cat6 cable = 17 Cables
- 6. Install 2 (2) post racks.
- 7. Install 3 double sided Panduit vertical wire managers.
- 8. Install 7 (48 port Patch Panels)
- 9. Add a new pathway for all areas. (J Hooks)
- 10. 50 Sleeves/wall penetrations

B. Exclusions:

The Work shall not include the following:

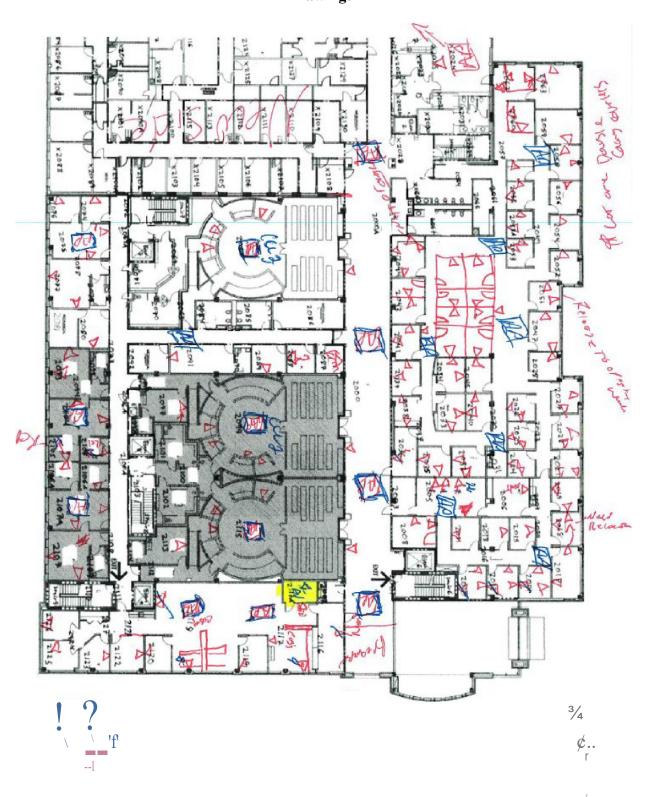
- 1. Core drilling, EZ-Paths installs, as well as new pathways inside and outside (conduit), digging or trenching, or setting of new poles.
- 2. Patch Cords for both end user and IDF location
- 3. Labor, materials, or installation of Main building ground system, such as 750 KCMIL Ground Conductor including ground from electrical distribution panels to MDF and IDFs.
- 4. Data communications hardware such as switches/routers/phones, and programming or configuration of data communications hardware.
- 5. Wireless Access Points (WAPs) or installation of owner provided WAPs.
- 6. Any electrical power receptacles, carpentry, demolition, patching, refinishing, and relocation are excluded.
- 7. Any other hardware, labor or other materials that is not described in these Plans and Specifications, are excluded. If this raises an issue, please make Contractor aware so that a Change Order can be negotiated and executed, if necessary.
- 8. Installation of cameras.

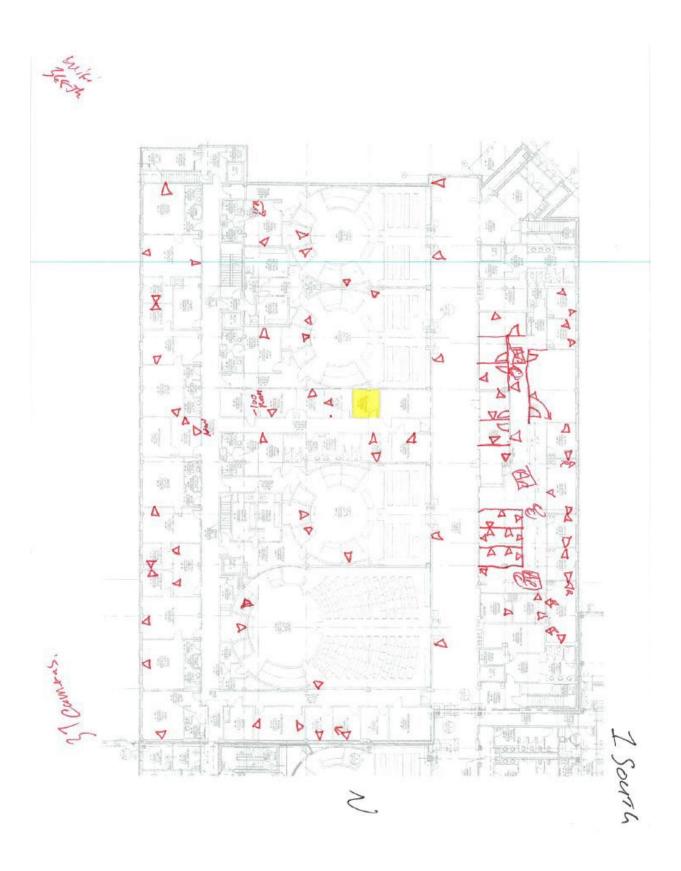
C. Clarifications:

The following provides clarification in relation to the Work:

- 1. Testing and documentation of the entire install will be provided to the owner upon completion, per contract documents. Labeling will be completed to standard and identified as indicated in specifications.
- 2. Testing, labeling and documentation of the entire install will be provided upon completion.
- 3. An extended Twenty (20) year manufacturer warranty from the specified manufacturer will be provided upon completion.
- 4. All UTP cabling shall be terminated per the TIA-568B pin-out configuration.
- 5. Installation of all cabling will meet ANSI/TIA 568-D requirements and BICSI best practices.
- 6. Wage rate requirements have been applied to the Agreement.
- 7. Contractor can provide HUB upon request.
- 8. Contractor currently employs three (3) full time RCDD personnel.
- 9. Contractor to require (15) working days to review, process, and return all County issued contracts.
- 10. All Work will be performed Monday through Friday, excluding holidays, during regular normal working hours.
- 11. Contractor assumes there are no abnormal environmental or hazardous conditions on the premise, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for Contractor to perform the required Work.
- 12. Contractor is not responsible for work stoppages that will impact the project schedule created by longer than usual material lead times due to the COVID-19 pandemic.
- 13. If Contractor is required to do any digging, trenching, or setting of new poles, Contractor is not responsible for any damages to utilities or other underground infrastructure that may occur due to incomplete information provided to Contractor.
- 14. If materials are not available at time of ordering, Contractor is not responsible for any price increases that are directly impacted by minimum order quantities by the manufacturers and will impact the pricing shown in this Agreement.

Drawings





Pricing Index

STANDARD T	IME - LABOR (ONLY						
Cabling Services (price per pull)		Zone 1	Zone 2	Zone 3		Zone 4	Zone 5	j
Cat 5e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.					•			
0-10 Pulls		07.05	A 00.00	Ι φ ο	40.1 @	77 45 1		74.00
0-150 Feet 151-300 Feet	\$	67.35 97.97	\$ 80.82 \$ 117.56		.19 \$	77.45 112.65		74.09 107.76
11-50 Pulls	, v	91.91	Ψ 117.30	Ψ 122	.45 Ψ	112.00	Ψ	07.70
0-150 Feet	\$	60.62	\$ 72.73	\$ 75	.77 \$	69.71	•	66.67
151-300 Feet	\$	88.17	\$ 105.80	\$ 110	.21 \$	101.39	\$	96.98
51-100 Pulls 0-150 Feet	\$	57.25	\$ 68.70	T \$ 71	.56 \$	65.831	\$	62.97
151-300 Feet	\$	83.27	\$ 99.92		.08 \$	95.76		91.59
101-200 Pulls	· ·		* *****				_	
0-150 Feet	\$	53.88			.35 \$	61.96		59.27
151-300 Feet	\$	78.37	\$ 94.04	\$ 97	.96 \$	90.12	\$	86.21
Over 200 Pulls 0-150 Feet	\$	50.51	\$ 60.61	I \$ 63	14 \$	58.09	\$ 5	55.56
151-300 Feet	\$	73.47	\$ 88.16		84 \$	84.49		80.82
Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.	<u>L</u> ·							
0-10 Pulls						00.401		OF 5.
0-150 Feet 151-300 Feet	\$	77.79 110.21	\$ 93.35 \$ 132.25		.24 \$.76 \$	89.46 126.74	•	85.57 121.23
11-50 Pulls	Φ	110.21	\$ 132.25	\$ 137	.76 ф	120.74	Φ 1.	21.23
0-150 Feet	\$	70.01	\$ 84.02	\$ 87	.52 \$	80.52	\$	77.01
151-300 Feet	\$	99.19	\$ 119.02	\$ 123	.98 \$	114.06	\$ 1	109.10
51-100 Pulls		00.40	70.05	Φ 00	05 6	76.04		70.7
0-150 Feet 151-300 Feet	\$	66.12 93.68	\$ 79.35 \$ 112.41		.65 \$.09 \$	76.04 107.73	•	72.74 103.04
101-200 Pulls	<u> </u>	30.00	Ψ 112.41	Ψ 117	.05 ψ	107.70	<u> </u>	00.04
0-150 Feet	\$	62.23	\$ 74.68	\$ 77	.79 \$	71.57		68.46
151-300 Feet	\$	88.16	\$ 105.80	\$ 110	.21 \$	101.39	\$	96.98
Over 200 Pulls 0-150 Feet	\$	58.34	\$ 70.01	\$ 72	.93 \$	67.10	\$	64.18
0-150 Feet		36.34	•					90.92
151-300 Feet	\$	82 65	\$ 99.19	I \$ 103		95 05 1	ъ .	00.02
151-300 Feet	\$	82.65	\$ 99.19	\$ 103	.υΖ ψ	95.05	\$	
151-300 Feet Cabling Services (price per pull)	\$	82.65 Zone 1	\$ 99.19 Zone 2	\$ 103 Zone 3	.32 ψ	95.05 Zone 4	Zone 5	
	\$.52 \$			
Cabling Services (price per pull)	\$.52 \$;
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.	\$				I		Zone 5	90.50
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls		Zone 1	Zone 2	Zone 3 \$ 102	I	Zone 4	Zone 5	
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet	\$ \$	82.27 113.91	Zone 2 \$ 98.72 \$ 136.69	\$ 102 \$ 142	.84 \$	94.61 131.00	Zone 5	90.50 125.30
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 11-50 Pulls 0-150 Feet	\$ \$	82.27 113.91 74.04	Zone 2 \$ 98.72 \$ 136.69 \$ 88.85	\$ 102 \$ 142 \$ 92	.84 \$.39 \$	94.61 131.00 85.15	Zone 5 \$ \$ 1:	90.50 125.30 81.45
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 11-50 Pulls 0-150 Feet 151-300 Feet	\$ \$	82.27 113.91	Zone 2 \$ 98.72 \$ 136.69	\$ 102 \$ 142 \$ 92	.84 \$	94.61 131.00	Zone 5 \$ \$ 1:	90.50 125.30
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls	\$ \$ \$	82.27 113.91 74.04 102.52	\$ 98.72 \$ 136.69 \$ 88.85 \$ 123.02	\$ 102 \$ 142 \$ 92 \$ 128	.84 \$ 339 \$.55 \$.15 \$	94.61 131.00 85.15 117.90	\$ 1:	90.50 125.30 81.45 112.77
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet	\$ \$	82.27 113.91 74.04	\$ 98.72 \$ 136.69 \$ 88.85 \$ 123.02	\$ 102 \$ 142 \$ 92 \$ 128	.84 \$.39 \$.55 \$.15 \$.41 \$	94.61 131.00 85.15 117.90	\$ 1: \$ 1: \$ 1	90.50 125.30 81.45
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls	\$ \$ \$	82.27 113.91 74.04 102.52 69.93	\$ 98.72 \$ 136.69 \$ 88.85 \$ 123.02	\$ 102 \$ 142 \$ 92 \$ 128	.84 \$ 339 \$.55 \$.15 \$	94.61 131.00 85.15 117.90	\$ 1: \$ 1: \$ 1	90.50 125.30 81.45 112.77 76.92
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 51-100 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$	82.27 113.91 74.04 102.52 69.93	\$ 98.72 \$ 136.69 \$ 88.85 \$ 123.02	\$ 102 \$ 142 \$ 128 \$ 121	.84 \$.39 \$.55 \$.15 \$.41 \$	94.61 131.00 85.15 117.90	\$ 100 5	90.50 125.30 81.45 112.77 76.92
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$	82.27 113.91 74.04 102.52 69.93 96.82	\$ 98.72 \$ 136.69 \$ 88.85 \$ 123.02 \$ 83.91 \$ 116.19	\$ 102 \$ 142 \$ 92 \$ 128 \$ 87 \$ 121	.84 \$.39 \$.55 \$.15 \$.41 \$.03 \$	94.61 131.00 85.15 117.90 80.42 111.35	\$ 1: \$ 1: \$ 1: \$ 1:	90.50 125.30 81.45 112.77 76.92 106.51
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$	82.27 113.91 74.04 102.52 69.93 96.82 65.81 91.13	\$ 98.72 \$ 136.69 \$ 88.85 \$ 123.02 \$ 83.91 \$ 116.19 \$ 78.98 \$ 109.35	\$ 102 \$ 142 \$ 128 \$ 121 \$ 87 \$ 121	.84 \$.39 \$.55 \$.15 \$.41 \$.03 \$.27 \$.91 \$	94.61 131.00 85.15 117.90 80.42 111.35 75.69 104.80	\$ 1.5 \$ 1.5	90.50 125.30 81.45 112.77 76.92 106.51 72.40
Cabling Services (price per pull) Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$	82.27 113.91 74.04 102.52 69.93 96.82 65.81	\$ 98.72 \$ 136.69 \$ 88.85 \$ 123.02 \$ 83.91 \$ 116.19	\$ 102 \$ 142 \$ 92 \$ 128 \$ 87 \$ 121 \$ 82 \$ 113	.84 \$.39 \$.55 \$.15 \$.41 \$.03 \$.27 \$	94.61 131.00 85.15 117.90 80.42 111.35	\$ 100 \$ 100	90.50 125.30 81.45 112.77 76.92 106.51

0-10 Pulls						
0-150 Feet	\$	218.56	\$ 262.27	\$ 273.20	\$ 251.34	\$ 240.42
151-300 Feet	\$	291.41	\$ 349.70	\$ 364.27	\$ 335.12	\$ 320.55
11-50 Pulls						
0-150 Feet	\$	196.70	\$ 236.04	\$ 245.88	\$ 226.21	
151-300 Feet	\$	262.27	\$ 314.73	\$ 327.84	\$ 301.61	\$ 288.50
51-100 Pulls						
0-150 Feet	\$	185.78	\$ 222.93	\$ 232.22	\$ 213.64	
151-300 Feet	\$	247.70	\$ 297.24	\$ 309.63	\$ 284.86	\$ 272.47
101-200 Pulls						
0-150 Feet	\$	174.85	\$ 209.82	\$ 218.56	\$ 201.07	
151-300 Feet	\$	233.13	\$ 279.76	\$ 291.41	\$ 268.10	\$ 256.44
Over 200 Pulls						
0-150 Feet		\$167.27	\$200.72	\$209.08	\$192.35	\$183.99
151-300 Feet		\$223.02	\$267.62	\$278.78	\$256.47	\$245.32
Coax Cable for Video Distribution (CATV, CCTV (surveillance), satellite (DSS, VSAT)) - 0-10 Pulls	- installed, terminated, tested and labeled include	• . ,,				
	- installed, terminated, tested and labeled includes	iding wall plate, j			\$ 83.78	
0-10 Pulls		• . ,,			\$ 83.78 \$ 119.28	
0-10 Pulls 0-150 Feet	\$	72.85 103.72	\$ 87.42 \$ 124.47	\$ 91.07 \$ 129.65	\$ 119.28	\$ 114.10
0-10 Pulls	\$ \$	72.85 103.72 65.57	\$ 87.42 \$ 124.47 \$ 78.68	\$ 91.07 \$ 129.65 \$ 81.96	\$ 119.28 \$ 75.40	\$ 114.10 \$ 72.12
0-10 Pulls	\$ \$	72.85 103.72	\$ 87.42 \$ 124.47	\$ 91.07 \$ 129.65	\$ 119.28	\$ 114.10 \$ 72.12
0-10 Pulls	\$ \$ \$ \$	72.85 103.72 65.57 93.35	\$ 87.42 \$ 124.47 \$ 78.68 \$ 112.02	\$ 91.07 \$ 129.65 \$ 81.96 \$ 116.69	\$ 119.28 \$ 75.40 \$ 107.35	\$ 114.10 \$ 72.12 \$ 102.69
0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet	\$ \$ \$ \$	72.85 103.72 65.57 93.35 61.93	\$ 87.42 \$ 124.47 \$ 78.68 \$ 112.02 \$ 74.31	\$ 91.07 \$ 129.65 \$ 81.96 \$ 116.69 \$ 77.41	\$ 119.28 \$ 75.40 \$ 107.35 \$ 71.21	\$ 114.10 \$ 72.12 \$ 102.69 \$ 68.12
0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$	72.85 103.72 65.57 93.35	\$ 87.42 \$ 124.47 \$ 78.68 \$ 112.02	\$ 91.07 \$ 129.65 \$ 81.96 \$ 116.69	\$ 119.28 \$ 75.40 \$ 107.35	\$ 114.10 \$ 72.12 \$ 102.69 \$ 68.12
0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet	\$ \$ \$ \$	72.85 103.72 65.57 93.35 61.93	\$ 87.42 \$ 124.47 \$ 78.68 \$ 112.02 \$ 74.31	\$ 91.07 \$ 129.65 \$ 81.96 \$ 116.69 \$ 77.41	\$ 75.40 \$ 107.35 \$ 71.21 \$ 101.39	\$ 114.10 \$ 72.12 \$ 102.69 \$ 68.12 \$ 96.98
0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$	72.85 103.72 65.57 93.35 61.93 88.16	\$ 87.42 \$ 124.47 \$ 78.68 \$ 112.02 \$ 74.31 \$ 105.80 \$ 69.94	\$ 91.07 \$ 129.65 \$ 81.96 \$ 116.69 \$ 77.41 \$ 110.21	\$ 119.28 \$ 75.40 \$ 107.35 \$ 71.21 \$ 101.39 \$ 67.02	\$ 114.10 \$ 72.12 \$ 102.69 \$ 68.12 \$ 96.98 \$ 64.11
0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet	\$ \$ \$ \$ \$	72.85 103.72 65.57 93.35 61.93 88.16	\$ 87.42 \$ 124.47 \$ 78.68 \$ 112.02 \$ 74.31 \$ 105.80	\$ 91.07 \$ 129.65 \$ 81.96 \$ 116.69 \$ 77.41 \$ 110.21	\$ 119.28 \$ 75.40 \$ 107.35 \$ 71.21 \$ 101.39	\$ 114.10 \$ 72.12 \$ 102.69 \$ 68.12 \$ 96.98 \$ 64.11
0-10 Pulls	\$ \$ \$ \$ \$	72.85 103.72 65.57 93.35 61.93 88.16 58.28 82.98	\$ 87.42 \$ 124.47 \$ 78.68 \$ 112.02 \$ 74.31 \$ 105.80 \$ 69.94 \$ 99.57	\$ 91.07 \$ 129.65 \$ 81.96 \$ 116.69 \$ 77.41 \$ 110.21 \$ 72.85 \$ 103.72	\$ 75.40 \$ 107.35 \$ 71.21 \$ 101.39 \$ 67.02 \$ 95.43	\$ 114.10 \$ 72.12 \$ 102.69 \$ 68.12 \$ 96.98 \$ 64.11 \$ 91.28
0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$	72.85 103.72 65.57 93.35 61.93 88.16	\$ 87.42 \$ 124.47 \$ 78.68 \$ 112.02 \$ 74.31 \$ 105.80 \$ 69.94 \$ 99.57	\$ 91.07 \$ 129.65 \$ 81.96 \$ 116.69 \$ 77.41 \$ 110.21 \$ 72.85 \$ 103.72	\$ 75.40 \$ 107.35 \$ 71.21 \$ 101.39 \$ 67.02 \$ 95.43 \$ 62.84	\$ 114.10 \$ 72.12 \$ 102.69 \$ 68.12 \$ 96.98 \$ 64.11 \$ 91.28

		NON	I-STA	NDARD TIME -	LAB	OR ONLY				
Cabling Services (price per pull)		Zone 1		Zone 2		Zone 3		Zone 4		Zone 5
Cat 5e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.			•				-			
0-10 Pulls										
0-150 Feet	\$	75.59		90.71		94.49		86.93		83.15
151-300 Feet	\$	109.96	\$	131.95	\$	137.45	\$	126.45	\$	120.95
11-50 Pulls	6	68.04	•	81.64	¢.	85.04	œ	78.24	· C	74.84
0-150 Feet 151-300 Feet	\$	98.96		118.75	\$	123.70		113.80		108.86
51-100 Pulls	Ψ	90.90	Ψ	110.73	Ψ	123.70	Ψ	110.00	Ψ	100.00
0-150 Feet	\$	64.26	\$	77.11	\$	80.32	\$	73.89	\$	70.68
151-300 Feet	\$	93.46		112.16		116.83		107.48		102.81
101-200 Pulls					·		·		,	
0-150 Feet	\$	60.48	\$	72.57	\$	75.59	\$	69.55	\$	66.52
151-300 Feet	\$	87.96	\$	105.56	\$	109.96	\$	101.16	\$	96.76
Over 200 Pulls										
0-150 Feet	\$	56.70	\$	68.04	\$	70.87		65.20		62.37
151-300 Feet	\$	82.47	\$	98.96	\$	103.08	\$	94.84	\$	90.71
Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.			_				_		_	
0-10 Pulls								100 101		00.05
0-150 Feet	\$	87.32		104.78		109.15		100.42		96.05
151-300 Feet	\$	123.70	\$	148.44	\$	154.63	\$	142.26	\$	136.07
11-50 Pulls 0-150 Feet	•	78.59	•	94.30	Φ.	98.23	•	90.37	· ·	86.44
151-300 Feet	\$	111.33		133.60	\$	139.16		128.03		122.46
51-100 Pulls	Ψ	111.55	Ψ	133.00	Ψ	139.10	Ψ	120.03	Ψ	122.40
0-150 Feet	\$	74.22	\$	89.06	\$	92.78	\$	85.35	\$	81.64
151-300 Feet	\$	105.15		126.17	\$	131.43		120.92	\$	115.66
101-200 Pulls			·		·		·		,	
0-150 Feet	\$	69.85	\$	83.83	\$	87.32	\$	80.33	\$	76.84
151-300 Feet	\$	98.96	\$	118.75	\$	123.70	\$	113.80	\$	108.86
Over 200 Pulls										
0-150 Feet	\$	65.49		78.59		81.86		75.31		72.04
151-300 Feet	\$	92.78	\$	111.33	\$	115.97	\$	106.69	\$	102.05
Cabling Services (price per pull)										
		Zone 1		Zone 2		Zone 3		Zone 4		Zone 5
Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls										
	\$	92.34	\$	110.81	\$	115.43	\$	106.19	\$	101.58
0-150 Feet 151-300 Feet	\$	127.86	\$	153.43	\$	159.82	\$	147.04		140.64
11-50 Pulls	φ	127.00	φ	155.45	Ф	139.02	Ψ	147.04	Ψ	140.0
	\$	83.11	\$	99.73	\$	103.89	\$	95.57	\$	91.42
0-150 Feet 151-300 Feet	\$	115.07		138.09	\$	143.84		132.33		126.58
	φ	115.07	Ф	130.09	Ф	143.04	φ	132.33	φ	120.50
51-100 Pulls	\$	78.49	ď	94.19	\$	98.11	\$	90.26	\$	86.34
0-150 Feet	\$	108.68		130.42	\$	135.85		124.98		119.55
151-300 Feet 101-200 Pulls	\$	100.08	Ф	130.42	Ф	135.85	φ	124.90	φ	119.50
0-150 Feet	\$	73.87	\$	88.65	\$	92.34	\$	84.95	\$	81.26
0-150 Feet 151-300 Feet	\$	102.29		122.74	\$	127.86		117.63		112.52
Over 200 Pulls	Φ	102.29	Ф	122.74	Ф	121.80	φ	111.03	φ	112.5
Over 200 Fulls		69.26	\$	83.11	\$	86.57	\$	79.65	\$	76.18
0.450 Feet									• • • • • • • • • • • • • • • • • • • •	70.10
0-150 Feet 151-300 Feet	\$	95.89		115.07	\$	119.87		110.28	\$	105.4

0-10 Pulls							
0-150 Feet		\$	245.32	\$ 294.39			*
151-300 Feet		\$	327.10	\$ 392.52	\$ 408.87	\$ 376.16	\$ 359.81
11-50 Pulls							
0-150 Feet		\$	220.79	\$ 240.86	\$ 250.90		
151-300 Feet		\$	294.39	\$ 321.15	\$ 334.53	\$ 307.77	\$ 294.39
51-100 Pulls							
0-150 Feet		\$	208.52	\$227.48	\$236.96	\$218.00	\$208.52
151-300 Feet		\$	278.03	\$303.31	\$315.95	\$290.67	\$278.03
101-200 Pulls							
0-150 Feet		\$	196.26	\$214.10	\$223.02	\$205.18	\$196.26
151-300 Feet		\$	261.68	\$285.47	\$297.36	\$273.57	\$261.68
Over 200 Pulls							
0-150 Feet		\$	183.99	\$200.72	\$209.08	\$192.35	\$183.99
			0.45.00	\$267.62	\$278.78	\$256.47	\$245.32
151-300 Feet		\$	245.32			Ψ230.47	ψ243.32
	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested					Ψ230.41	
Coax Cable for Video Distribution (CAT	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested				port.		\$ 89.95
Coax Cable for Video Distribution (CAT 0-10 Pulls	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	and labeled including	ng wall plate, j	ack and certification re	port.		
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	and labeled includin	ng wall plate, j	ack and certification re	port. \$ 102.22	\$ 94.04	\$ 89.95 \$ 128.07
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	and labeled includin	ng wall plate, j	ack and certification re	port. \$ 102.22	\$ 94.04	\$ 89.95 \$ 128.07 \$ 80.96
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	and labeled includir	81.77 116.42	\$ 98.13 \$ 139.71	\$ 102.22 \$ 145.53	\$ 94.04 \$ 133.89 \$ 84.64	\$ 89.95 \$ 128.07
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	s s	81.77 116.42 73.60	\$ 98.13 \$ 139.71 \$ 88.32	\$ 102.22 \$ 145.53 \$ 92.00	\$ 94.04 \$ 133.89 \$ 84.64	\$ 89.95 \$ 128.07 \$ 80.96
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	s s	81.77 116.42 73.60	\$ 98.13 \$ 139.71 \$ 88.32	\$ 102.22 \$ 145.53 \$ 92.00	\$ 94.04 \$ 133.89 \$ 84.64 \$ 120.50	\$ 89.95 \$ 128.07 \$ 80.96 \$ 115.26 \$ 76.46
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	s \$ \$	81.77 116.42 73.60 104.78	\$ 98.13 \$ 139.71 \$ 88.32 \$ 125.74	\$ 102.22 \$ 145.53 \$ 92.00 \$ 130.98	\$ 94.04 \$ 133.89 \$ 84.64 \$ 120.50	\$ 89.95 \$ 128.07 \$ 80.96 \$ 115.26
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	\$ \$ \$ \$ \$ \$	81.77 116.42 73.60 104.78	\$ 98.13 \$ 139.71 \$ 88.32 \$ 125.74 \$ 83.41	\$ 102.22 \$ 145.53 \$ 92.00 \$ 130.98 \$ 86.88	\$ 94.04 \$ 133.89 \$ 84.64 \$ 120.50 \$ 79.93	\$ 89.95 \$ 128.07 \$ 80.96 \$ 115.26 \$ 76.46
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	\$ \$ \$ \$ \$ \$	81.77 116.42 73.60 104.78	\$ 98.13 \$ 139.71 \$ 88.32 \$ 125.74 \$ 83.41	\$ 102.22 \$ 145.53 \$ 92.00 \$ 130.98 \$ 86.88 \$ 123.70	\$ 94.04 \$ 133.89 \$ 84.64 \$ 120.50 \$ 79.93	\$ 89.95 \$ 128.07 \$ 80.96 \$ 115.26 \$ 76.46
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	\$ \$ \$ \$ \$ \$ \$	81.77 116.42 73.60 104.78 69.51 98.96	\$ 98.13 \$ 139.71 \$ 88.32 \$ 125.74 \$ 83.41 \$ 118.75	\$ 102.22 \$ 145.53 \$ 92.00 \$ 130.98 \$ 86.88 \$ 123.70	\$ 94.04 \$ 133.89 \$ 84.64 \$ 120.50 \$ 79.93 \$ 113.80	\$ 89.95 \$ 128.07 \$ 80.96 \$ 115.26 \$ 76.46 \$ 108.86
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	s s s s s s s s s s s s s s s s s s s	81.77 116.42 73.60 104.78 69.51 98.96	\$ 98.13 \$ 139.71 \$ 88.32 \$ 125.74 \$ 83.41 \$ 118.75	\$ 102.22 \$ 145.53 \$ 92.00 \$ 130.98 \$ 86.88 \$ 123.70 \$ 81.77	\$ 94.04 \$ 133.89 \$ 84.64 \$ 120.50 \$ 79.93 \$ 113.80 \$ 75.23	\$ 89.95 \$ 128.07 \$ 80.96 \$ 115.26 \$ 76.46 \$ 108.86
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet 101-200 Pulls 0-150 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	s s s s s s s s s s s s s s s s s s s	81.77 116.42 73.60 104.78 69.51 98.96	\$ 98.13 \$ 139.71 \$ 88.32 \$ 125.74 \$ 83.41 \$ 118.75	\$ 102.22 \$ 145.53 \$ 92.00 \$ 130.98 \$ 86.88 \$ 123.70 \$ 81.77	\$ 94.04 \$ 133.89 \$ 84.64 \$ 120.50 \$ 79.93 \$ 113.80 \$ 75.23	\$ 89.95 \$ 128.07 \$ 80.96 \$ 115.26 \$ 76.46 \$ 108.86
Coax Cable for Video Distribution (CAT 0-10 Pulls 0-150 Feet 151-300 Feet 11-50 Pulls 0-150 Feet 151-300 Feet 51-100 Pulls 0-150 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet	V, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested	s s s s s s s s s s s s s s s s s s s	81.77 116.42 73.60 104.78 69.51 98.96 65.42 93.14	\$ 98.13 \$ 139.71 \$ 88.32 \$ 125.74 \$ 83.41 \$ 118.75 \$ 78.50 \$ 111.77	\$ 102.22 \$ 145.53 \$ 92.00 \$ 130.98 \$ 86.88 \$ 123.70 \$ 81.77 \$ 116.42	\$ 94.04 \$ 133.89 \$ 84.64 \$ 120.50 \$ 79.93 \$ 113.80 \$ 75.23 \$ 107.11	\$ 89.95 \$ 128.07 \$ 80.96 \$ 115.26 \$ 76.46 \$ 108.86 \$ 71.96 \$ 102.45

STANDARD TIME - LABOR AND MATERIALS

STANDARD TIME - LABOR AND MATERIALS					
Cabling Services (price per pull)	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Cat 5e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.					
0-10 Pulls					
0-150 Feet	\$ 123.94	'	\$ 154.93		
151-300 Feet	\$ 180.28	\$ 216.34	\$ 225.35	\$ 207.32	\$ 198.31
11-50 Pulls					
0-150 Feet	\$ 117.21	· ·			· ·
151-300 Feet	\$ 170.48	\$ 204.58	\$ 213.11	\$ 196.06	\$ 187.53
51-100 Pulls					
0-150 Feet	\$ 113.84	· ·			
151-300 Feet	\$ 165.59	\$ 198.70	\$ 206.98	\$ 190.42	\$ 182.15
101-200 Pulls				107.01	10150
0-150 Feet	\$ 110.47	'			•
151-300 Feet	\$ 160.69	\$ 192.83	\$ 200.86	\$ 184.79	\$ 176.76
Over 200 Pulls		¢ 400.50	400.00	I m 400.47	L @ 447.00
0-150 Feet	\$ 107.11		\$ 133.88		
151-300 Feet	\$ 155.79	\$ 186.95	\$ 194.74	\$ 179.16	\$ 171.37
Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.	1				
0-10 Pulls		17001	400.05	100.00	160.45
0-150 Feet	\$ 144.68		\$ 180.85		
151-300 Feet	\$ 197.67	\$ 237.21	\$ 247.09	\$ 227.32	\$ 217.44
11-50 Pulls	400.00	A 404.00	474.40	I & 457.40	150.50
0-150 Feet	\$ 136.90	\$ 164.28	\$ 171.12		
151-300 Feet	\$ 186.65	\$ 223.98	\$ 233.31	\$ 214.65	\$ 205.32
51-100 Pulls	\$ 133.01	¢ 150.61	t 166.06	\$ 152.96	\$ 146.31
0-150 Feet 151-300 Feet	\$ 133.01 \$ 181.14	· ·		· ·	
101-200 Pulls	Φ 101.14	Φ Z11.31	\$ 220.43	φ 200.31	ф 199.23
0-150 Feet	\$ 129.12	\$ 154.94	\$ 161.40	\$ 148.49	\$ 142.03
151-300 Feet	\$ 175.63	· ·			
Over 200 Pulls	Ψ 170.00	Ψ 210.70	Ψ 213.04	Σ01.07	Ψ 100.10
0-150 Feet	\$ 125.23	\$ 150.28	\$ 156.54	\$ 144.01	\$ 137.75
	<u> </u>	<u> </u>	-	ļ <u>'</u>	
151-300 Feet	\$ 170.12	\$ 204.14	\$ 212.65	\$ 195.64	\$ 187.13
Cabling Services (price per pull)	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.	7				
0-10 Pulls	ф <u>226 62</u>	I & 202.04	L	I & 272.44	\$ 260.28
0-150 Feet	\$ 236.62 \$ 345.44	· ·			
151-300 Feet 11-50 Pulls	\$ 345.44	\$ 414.52	\$ 431.79	\$ 397.25	ф 3/9.90
0-150 Feet	\$ 228.39	\$ 274.07	\$ 285.49	\$ 262.65	\$ 251.23
151-300 Feet	\$ 334.04		\$ 285.49 \$ 417.56		
51-100 Pulls	ψ 334.04	ψ 400.00	Ψ 417.30	ψ 304.13	ψ 301.45
0-150 Feet	\$ 224.28	\$ 269.13	\$ 280.35	\$ 257.92	\$ 246.71
151-300 Feet	\$ 328.35				
101-200 Pulls	Ψ 020.00	ψ 05 1 .02	10.44	077.00	J # 001.10
0-150 Feet	\$ 220.16	\$ 264.20	\$ 275.21	\$ 253.19	\$ 242.18
151-300 Feet	\$ 322.65	•	\$ 403.32		
Over 200 Pulls	Ψ 022.00	ψ 007.10	700.02	071.00	¥ 007.02
0-150 Feet	\$ 216.05	\$ 259.26	\$ 270.06	\$ 248.46	\$ 237.66
		•			
151-300 Feet	\$ 316.96	\$ 380.35	\$ 396.20	Φ 304.50	Ф 348.05

Fiber Optic - installed, terminated, tested and labeled including wall plate, jack and certification report. CATEGO	ORY: Sinale I	/lode								
0-10 Pulls	,									
0-150 Feet	\$	300.88	\$	361.06	\$	376.10	\$	346.01	\$	330.9
151-300 Feet	\$	404.60		485.52	\$	505.75		465.29		445.0
300+ Feet	\$	2.35		2.82		2.94		2.70		2.5
11-50 Pulls	-		T		-	=	<u> </u>		<u> </u>	
0-150 Feet	\$	279.02	\$	334.83	\$	348.78	\$	320.88	\$	306.9
151-300 Feet	\$	375.46		450.55		469.33		431.78		413.0
300+ Feet	\$	2.18	\$	2.62		2.73		2.51		2.4
51-100 Pulls	Ψ	2.10	Ψ	2.02	Ψ	2.70	Ψ	2.01	Ψ	<u></u>
0-150 Feet	\$	268.10	\$	321.71	\$	335.12	\$	308.31	\$	294.9
151-300 Feet	\$	360.89	\$	433.07	\$	451.11		415.02	\$	396.9
300+ Feet	\$	2.10	\$	2.52		2.62	•	2.41	•	2.3
101-200 Pulls	Ψ	2.10	Ψ	2.02	Ψ	2.02	Ψ	=: 11	Ψ	2.0
0-150 Feet	\$	257.17	\$	308.60	\$	321.46	\$	295.74	\$	282.8
151-300 Feet	\$	346.32	\$	415.58		432.90		398.27		380.9
300+ Feet	\$	2.01	\$	2.41	\$	2.51	•	2.31	•	2.2
Over 200 Pulls	Ψ	2.01	Ψ	2.71	Ψ	2.01	Ψ	2.01	Ψ	2.2
0-150 Feet	\$	246.24	\$	295.49	\$	307.80	\$	283.18	S	270.8
151-300 Feet	\$	331.75	\$	398.10	\$	414.69	\$	381.51	\$	364.9
									•	
300+ Feet	\$	1.93	\$	2.31	\$	2.41	\$	2.22	\$	2.1
Cabling Services (price per pull)		Zone 1		Zone 2		Zone 3	z	one 4		Zone 5
Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report.	CATEGORY:	Multimode								
0-10 Pulls										
0-150 Feet		300.88	\$	361.06	\$	376.10	\$	346.01	\$	330.9
	\$						•			
151-300 Feet	\$	404.60	\$	485.52	\$	505.75	\$	465.29		
151-300 Feet 300+ Feet					\$		\$	465.29 2.70		445.0 2.5
151-300 Feet 300+ Feet 11-50 Pulls	\$	404.60 2.35	\$ \$	485.52 2.82	\$	505.75 2.94	\$	2.70	\$	2.5
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet	\$ \$	404.60 2.35 279.02	\$	485.52 2.82 334.83	\$ \$	505.75 2.94 348.78	\$ \$	320.88	\$	306.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet	\$ \$	404.60 2.35 279.02 375.46	\$ \$ \$	485.52 2.82 334.83 450.55	\$ \$ \$	505.75 2.94 348.78 469.33	\$ \$	2.70 320.88 431.78	\$	306.9 413.0
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet	\$ \$	404.60 2.35 279.02	\$ \$ \$	485.52 2.82 334.83	\$ \$ \$	505.75 2.94 348.78	\$ \$	320.88	\$	306.9 413.0
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls	\$ \$ \$ \$	279.02 375.46 2.18	\$ \$ \$	485.52 2.82 334.83 450.55 2.62	\$ \$ \$	348.78 469.33 2.73	\$ \$	2.70 320.88 431.78 2.51	\$ \$ \$	306.9 413.0 2.4
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet	\$ \$ \$ \$	279.02 375.46 2.18 268.10	\$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62	\$ \$	348.78 469.33 2.73 335.12	\$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31	\$ \$ \$	2.5 306.9 413.0 2.4 294.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89	\$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07	\$ \$ \$ \$ \$	505.75 2.94 348.78 469.33 2.73 335.12 451.11	\$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02	\$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet	\$ \$ \$ \$	279.02 375.46 2.18 268.10	\$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62	\$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12	\$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31	\$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet	\$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10	\$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52	\$ \$ \$	505.75 2.94 348.78 469.33 2.73 335.12 451.11 2.62	\$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41	\$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10	\$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52	\$ \$ \$ \$	505.75 2.94 348.78 469.33 2.73 335.12 451.11 2.62	\$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet 101-200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32	\$ \$ \$ \$ \$ \$ \$ \$	334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58	\$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27	\$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10	\$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52	\$ \$ \$ \$ \$	505.75 2.94 348.78 469.33 2.73 335.12 451.11 2.62	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74	\$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 300+ Feet 101-200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41	\$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 151-300 Feet 151-300 Feet 0-150 Feet 101-200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41	\$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 151-300 Feet 300+ Feet 101-200 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2 270.8 364.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 151-300 Feet 300+ Feet 101-200 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 300+ Feet 0ver 200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41	\$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2 270.8 364.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 151-300 Feet 300+ Feet 101-200 Pulls 0-150 Feet 151-300 Feet 300+ Feet Torzon Feet 151-300 Feet 300+ Feet Torzon Feet 300+ Feet Torzon Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2 270.8 364.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 151-300 Feet 300+ Feet 101-200 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 300+ Feet 151-300 Feet 300+ Feet 500-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 300+ Feet	\$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2 270.8 364.9 2.1
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 300+ Feet 151-300 Feet 300+ Feet 101-200 Pulls 0-150 Feet 151-300 Feet 300+ Feet Over 200 Pulls 0-150 Feet 151-300 Feet 300+ Feet Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	505.75 2.94 348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2 270.8 364.9 2.1
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet 0-150 Feet 151-300 Feet 300+ Feet Over 200 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 151-500 Feet 151-500 Feet 151-500 Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41 376.10 505.75	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22 346.01 465.29	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.7 270.8 364.9 2.1
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 151-300 Feet 151-300 Feet 510+ Feet Over 200 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 151-300 Feet 300+ Feet Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet 151-300 Feet 300+ Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	505.75 2.94 348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.7 270.8 364.9 2.1
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet 300+ Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93 300.88 404.60 2.35	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41 376.10 505.75 2.94	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22 346.01 465.29 2.70	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.6 380.9 2.7 270.6 364.9 2.1
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet 300+ Feet Over 200 Pulls 0-150 Feet 151-300 Feet 300+ Feet Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-150 Feet 151-300 Feet 300+ Feet 151-300 Feet 300+ Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93 300.88 404.60 2.35	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31 361.06 485.52 2.82	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41 376.10 505.75 2.94	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22 346.01 465.29 2.70 320.88	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2 270.8 364.9 2.1 330.9 445.0 2.5 306.9
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet 300+ Feet Over 200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93 300.88 404.60 2.35 279.02	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31 361.06 485.52 2.82	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41 376.10 505.75 2.94	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22 346.01 465.29 2.70 320.88 431.78	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2 270.8 364.9 2.1 330.9 445.0 2.5 306.9 413.0
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet 300+ Feet Over 200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93 300.88 404.60 2.35	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31 361.06 485.52 2.82	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41 376.10 505.75 2.94	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22 346.01 465.29 2.70 320.88	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2 270.8 364.9 2.1 330.9 445.0 2.5 306.9 413.0
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93 300.88 404.60 2.35 279.02 375.46 2.18	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31 361.06 485.52 2.82	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41 376.10 505.75 2.94 348.78 469.33 2.73	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22 346.01 465.29 2.70 320.88 431.78 2.51	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.6 380.9 2.7 270.6 364.9 2.1 330.9 445.0 2.5 413.0 2.2
151-300 Feet 300+ Feet 11-50 Pulls 0-150 Feet 151-300 Feet 300+ Feet 51-100 Pulls 0-150 Feet 151-300 Feet 151-300 Feet 151-300 Feet 101-200 Pulls 0-150 Feet 151-300 Feet 300+ Feet Over 200 Pulls 0-150 Feet 151-300 Feet	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	279.02 375.46 2.18 268.10 360.89 2.10 257.17 346.32 2.01 246.24 331.75 1.93 300.88 404.60 2.35 279.02	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	485.52 2.82 334.83 450.55 2.62 321.71 433.07 2.52 308.60 415.58 2.41 295.49 398.10 2.31 361.06 485.52 2.82	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	348.78 469.33 2.73 335.12 451.11 2.62 321.46 432.90 2.51 307.80 414.69 2.41 376.10 505.75 2.94	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.70 320.88 431.78 2.51 308.31 415.02 2.41 295.74 398.27 2.31 283.18 381.51 2.22 346.01 465.29 2.70 320.88 431.78	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2.5 306.9 413.0 2.4 294.9 396.9 2.3 282.8 380.9 2.2 270.8 364.9

300+ Feet	\$	2.10	\$	2.52	\$	2.62	\$ 2.41	\$ 2.31
101-200 Pulls								
0-150 Feet	\$	257.17	\$		\$	321.46	\$ 295.74	\$ 282.88
151-300 Feet	\$	346.32		415.58	\$	432.90	\$ 	\$ 380.95
300+ Feet	\$	2.01	\$	2.41	\$	2.51	\$ 2.31	\$ 2.21
Over 200 Pulls							 	
0-150 Feet	\$	246.24		295.49	\$	307.80	\$ 283.18	 270.86
151-300 Feet	\$	331.75	\$	398.10	\$	414.69	\$ 381.51	\$ 364.92
300+ Feet	\$	1.93	\$	2.31	\$	2.41	\$ 2.22	\$ 2.12
Cabling Services (price per pull)		Zone 1		Zone 2		Zone 3	Zone 4	Zone 5
Coax Cable for Video Distribution (CATV, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested and	nd labe	eled including wal	ll pla	ate, jack and certific	ation	report.	_	
0-10 Pulls								
0-150 Feet	\$	139.74	\$	167.69	\$	174.67	\$ 160.70	\$ 153.71
151-300 Feet	\$	191.19	\$	229.43	\$	238.99	\$ 219.87	\$ 210.31
11-50 Pulls								
0-150 Feet	\$	132.45	\$	158.94	\$	165.57	\$ 152.32	\$ 145.70
151-300 Feet	\$	180.82	\$	216.98	\$	226.02	\$ 207.94	\$ 198.90
51-100 Pulls								
0-150 Feet	\$	128.81	\$	154.57	\$	161.01	\$ 148.13	\$ 141.69
151-300 Feet	\$	175.63	\$	210.76	\$	219.54	\$ 201.97	\$ 193.19
101-200 Pulls								
0-150 Feet	\$	125.17	\$	150.20	\$	156.46	\$ 143.94	\$ 137.68
151-300 Feet	\$	170.44	\$	204.53	\$	213.05	\$ 196.01	\$ 187.49
Over 200 Pulls					_			
0-150 Feet	\$	121.52	\$	145.83	\$	151.91	\$ 139.75	\$ 133.68
151-300 Feet	\$	165.26	\$	198.31	\$	206.57	\$ 190.05	\$ 181.78

NON-STANDARD TIME - LABOR and MATERIALS

Cat 5e cable - installed, terminated, tested and labeled including wall plate, jack and certification report. O-10 Pulls	149.97 218.14 141.82 206.29
0-150 Feet \$ 136.34 \$ 163.60 \$ 170.42 \$ 156.79 \$ 151.300 Feet \$ 198.31 \$ 237.97 \$ 247.89 \$ 228.06 \$ 11-50 Fulls 0-150 Feet \$ 128.93 \$ 154.71 \$ 161.16 \$ 148.27 \$ 151.300 Feet \$ 187.53 \$ 225.04 \$ 234.42 \$ 215.66 \$ 51-100 Fulls 0-150 Feet \$ 125.22 \$ 150.27 \$ 156.53 \$ 144.01 \$ 151.300 Feet \$ 182.15 \$ 218.57 \$ 227.68 \$ 209.47 \$ 101-200 Fulls 0-150 Feet \$ 125.22 \$ 145.82 \$ 151.90 \$ 139.75 \$ 151.300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ 151.300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ 151.300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ 151.300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ 151.300 Feet \$ 176.90 Feet \$ 186.90 Feet \$ 176.90 Feet \$ 186.90 Feet	218.14 141.82 206.29
151-300 Feet \$ 198.31	218.14 141.82 206.29
11-50 Pulls	141.82 206.29
0-150 Feet \$ 128.93 \$ 154.71 \$ 161.16 \$ 148.27 \$ 151-300 Feet \$ 187.53 \$ 225.04 \$ 234.42 \$ 215.66 \$ \$ 151-100 Pulls 0-150 Feet \$ 125.22 \$ 150.27 \$ 156.53 \$ 144.01 \$ 151-300 Feet \$ 182.15 \$ 218.57 \$ 227.68 \$ 209.47 \$ 101-200 Pulls 0-150 Feet \$ 121.52 \$ 145.82 \$ 151.90 \$ 139.75 \$ 151-300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ \$ 151-300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ \$ 151-300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ \$ 151-300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ \$ 151-300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ \$ 151-300 Feet \$ 177.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$ 151-300 Feet \$ 177.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$ 151-300 Feet \$ 176.76 \$ 215.75 \$ 190.97 \$ 198.93 \$ 183.02 \$ \$ 183.02 \$ \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$ \$ 183.02 \$ \$ 150.20 \$	206.29
151-300 Feet \$ 187.53 \$ 225.04 \$ 234.42 \$ 215.66 \$	206.29
S1-100 Pulls	
0-150 Feet \$ 125.22 \$ 150.27 \$ 156.53 \$ 144.01 \$ 151-300 Feet \$ 182.15 \$ 218.57 \$ 227.68 \$ 209.47 \$ \$ 101-200 Pulls 0-150 Feet \$ 121.52 \$ 145.82 \$ 151.90 \$ 139.75 \$ 151.300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ \$ 151-300 Feet \$ 117.82 \$ 141.38 \$ 147.27 \$ 135.49 \$ 151-300 Feet \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$ 101-200 Pulls 0-150 Feet \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$ 101-200 Pulls 0-150 Feet \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$ 101-200 Pulls 0-150 Feet \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$ \$ 183.02 \$ \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$ \$ 183.02 \$ \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$ \$ 183.02 \$ \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$ \$ 183.02 \$ \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$ \$ 183.02 \$ \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$ \$ 183.02 \$ \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$ \$ \$ 183.02 \$ \$ \$ 183.02 \$ \$	137.75
151-300 Feet \$ 182.15 \$ 218.57 \$ 227.68 \$ 209.47 \$	137.75
101-200 Pulls 0-150 Feet \$ 121.52 \$ 145.82 \$ 151.90 \$ 139.75 \$ 151.300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ Over 200 Pulls 0-150 Feet \$ 117.82 \$ 141.38 \$ 147.27 \$ 135.49 \$ 151.300 Feet \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$	
0-150 Feet \$ 121.52 \$ 145.82 \$ 151.90 \$ 139.75 \$ 151.300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$ \$ 0ver 200 Pulls 0-150 Feet \$ 117.82 \$ 141.38 \$ 147.27 \$ 135.49 \$ 151.300 Feet \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$ \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$ \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$ 151.300 Feet \$ 151.300	200.36
151-300 Feet \$ 176.76 \$ 212.11 \$ 220.95 \$ 203.27 \$	
Over 200 Pulls 0-150 Feet 151-300 Feet \$ 117.82 \$ 141.38 \$ 147.27 \$ 135.49 \$ \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$	133.67
0-150 Feet \$ 117.82 \$ 141.38 \$ 147.27 \$ 135.49 \$ \$ 151-300 Feet \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$	194.43
151-300 Feet \$ 171.37 \$ 205.64 \$ 214.21 \$ 197.08 \$ \$ Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$	
Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report. 0-10 Pulls 0-150 Feet \$ 159.15 \$ 190.97 \$ 198.93 \$ 183.02 \$	129.60
0-10 Pulls 0-150 Feet \$ 159.15 \\$ 190.97 \\$ 198.93 \\$ 183.02 \\$	188.51
0-150 Feet \$ 159.15 \\$ 190.97 \\$ 198.93 \\$ 183.02 \\$	
151-300 Feet \$ 217.44 \$ 260.93 \$ 271.80 \$ 250.05 \$	175.06
	239.18
11-50 Pulls	
0-150 Feet \$ 150.59 \$ 180.71 \$ 188.23 \$ 173.18 \$	165.65
151-300 Feet \$ 205.32 \$ 246.38 \$ 256.64 \$ 236.11 \$	225.85
51-100 Pulls	
0-150 Feet \$ 146.31 \$ 175.57 \$ 182.89 \$ 168.26 \$	160.94
151-300 Feet \$ 199.25 \$ 239.10 \$ 249.07 \$ 229.14 \$	219.18
101-200 Pulls	
0-150 Feet \$ 142.03 \$ 170.44 \$ 177.54 \$ 163.34 \$	156.23
151-300 Feet \$ 193.19 \$ 231.83 \$ 241.49 \$ 222.17 \$	212.51
Over 200 Pulls	
0-150 Feet \$ 137.75 \$ 165.30 \$ 172.19 \$ 158.42 \$	
151-300 Feet \$ 187.13 \$ 224.56 \$ 233.91 \$ 215.20 \$	151.53

Cabling Services (price per pull)	Zone 1		Zone 2	Zone 3	Zone 4	Zone 5
Cat 7 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.		_			•	
0-10 Pulls						
0-150 Feet	\$ 260.2	3 \$	312.34	\$ 325.3	5 \$ 299.32	\$ 286.31
151-300 Feet	\$ 379.9	3 \$	455.97	\$ 474.9	\$ 436.98	\$ 417.98
11-50 Pulls						
0-150 Feet	\$ 251.2	3 \$	301.48	\$ 314.04	\$ 288.92	\$ 276.35
151-300 Feet	\$ 367.4	5 \$	440.94	\$ 459.3	\$ 422.57	\$ 404.19
51-100 Pulls						
0-150 Feet	\$ 246.7	1 \$	296.05	\$ 308.38	3 \$ 283.71	\$ 271.38
151-300 Feet	\$ 361.1	3 \$	433.42	\$ 451.48	3 \$ 415.36	\$ 397.30
101-200 Pulls						
0-150 Feet	\$ 242.1	3 \$	290.62	\$ 302.73	3 \$ 278.51	\$ 266.40
151-300 Feet	\$ 354.9	2 \$	425.90	\$ 443.69	5 \$ 408.16	\$ 390.41
Over 200 Pulls						
0-150 Feet	\$ 237.6	3 \$	285.19	\$ 297.0	7 \$ 273.31	\$ 261.42

151-300 Feet	\$	348.65	\$ 418.38	\$ 435.82	\$ 400.95	\$ 383.52
Fiber Optic - installed, terminated, tested and labeled including wall plate, jack and certification report. CATEGORY	: Single N	lode				
0-10 Pulls						
0-150 Feet	\$	330.97	\$ 397.16	\$ 413.71	\$ 380.61	\$ 364.06
151-300 Feet	\$	445.06	\$ 534.08	\$ 556.33	\$ 511.82	\$ 489.57
300+ Feet	\$	2.59	\$ 3.10	\$ 3.23	\$ 2.97	\$ 2.85
11-50 Pulls						
0-150 Feet	\$	306.93	\$ 368.31	\$ 383.66	\$ 352.96	\$ 337.62
151-300 Feet	\$	413.01	\$ 495.61	\$ 516.26	\$ 474.96	\$ 454.31
300+ Feet	\$	2.40	\$ 2.88	\$ 3.00	\$ 2.76	\$ 2.64
51-100 Pulls						
0-150 Feet	\$	294.91	\$ 353.89	\$ 368.63	\$ 339.14	\$ 324.40
151-300 Feet	\$	396.98	\$ 476.38	\$ 496.22	\$ 456.53	\$ 436.68
300+ Feet	\$	2.31	\$ 2.77	\$ 2.88	\$ 2.65	\$ 2.54
101-200 Pulls						
0-150 Feet	\$	282.88	\$ 339.46	\$ 353.61	\$ 325.32	311.17
151-300 Feet	\$	380.95	\$ 457.14	\$ 476.19	\$ 438.10	\$ 419.05
300+ Feet	\$	2.21	\$ 2.66	\$ 2.77	\$ 2.54	\$ 2.43
Over 200 Pulls						
0-150 Feet	\$	270.86	\$ 325.04	\$ 338.58	\$ 311.49	\$ 297.95
151-300 Feet	\$	364.92	\$ 437.91	\$ 456.16	\$ 419.66	\$ 401.42
300+ Feet	\$	2.12	\$ 2.54	\$ 2.65	\$ 2.44	\$ 2.33

Cabling Services (price per pull)		Zone 1	Zone 2	Zone 3	Zone 4		Zone 5
Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report.	CATEG	ORY: Multimode					
0-10 Pulls							
0-150 Feet	\$		\$ 397.16	 413.71	,		364.06
151-300 Feet	\$	445.06	\$ 534.08	 556.33	•		489.57
300+ Feet	\$	2.59	\$ 3.10	\$ 3.23	\$ 2.97	\$	2.85
11-50 Pulls							
0-150 Feet	\$	306.93	\$ 368.31	 383.66	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•	337.62
151-300 Feet	\$	413.01	\$ 495.61	516.26	\$ 474.96	\$	454.31
300+ Feet	\$	2.40	\$ 2.88	\$ 3.00	\$ 2.76	\$	2.64
51-100 Pulls							
0-150 Feet	\$	294.91	\$ 353.89	\$ 368.63	\$ 339.14	\$	324.40
151-300 Feet	\$	396.98	\$ 476.38	\$ 496.22	\$ 456.53	\$	436.68
300+ Feet	\$	2.31	\$ 2.77	\$ 2.88	\$ 2.65	\$	2.54
101-200 Pulls							
0-150 Feet	\$	282.88	\$ 339.46	\$ 353.61	\$ 325.32	\$	311.17
151-300 Feet	\$	380.95	\$ 457.14	\$ 476.19	\$ 438.10	\$	419.05
300+ Feet	\$	2.21	\$ 2.66	\$ 2.77	\$ 2.54	\$	2.43
Over 200 Pulls							
0-150 Feet	\$	270.86	\$ 325.04	\$ 338.58	\$ 311.49	\$	297.95
151-300 Feet	\$	364.92	\$ 437.91	\$ 456.16	\$ 419.66	\$	401.42
300+ Feet	\$	2.12	\$ 2.54	\$ 2.65	\$ 2.44	\$	2.33
Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report.							
0-10 Pulls							
0-150 Feet	\$	330.97	\$ 397.16	\$ 413.71	\$ 380.61	\$	364.06
151-300 Feet	\$	445.06	\$ 534.08	\$ 556.33	\$ 511.82	\$	489.57
300+ Feet	\$	2.59	\$ 3.10	\$ 3.23	\$ 2.97	\$	2.85
11-50 Pulls							
0-150 Feet	\$	306.93	\$ 368.31	\$ 383.66	\$ 352.96	\$	337.62
151-300 Feet	\$	413.01	\$ 495.61	 516.26	·	\$	454.31
300+ Feet	\$	2.40	\$ 2.88	\$ 3.00	\$ 2.76	\$	2.64

51-100 Pulls					
0-150 Feet	\$ 294.91	\$ 353.89	\$ 368.63	\$ 339.14	\$ 324.40
151-300 Feet	\$ 396.98	\$ 476.38	\$ 496.22	\$ 456.53	\$ 436.68
300+ Feet	\$ 2.31	\$ 2.77	\$ 2.88	\$ 2.65	\$ 2.54
101-200 Pulls					
0-150 Feet	\$ 282.88	\$ 339.46	\$ 353.61	\$ 325.32	\$ 311.17
151-300 Feet	\$ 380.95	\$ 457.14	\$ 476.19	\$ 438.10	\$ 419.05
300+ Feet	\$ 2.21	\$ 2.66	\$ 2.77	\$ 2.54	\$ 2.43
Over 200 Pulls					
0-150 Feet	\$ 270.86	\$ 325.04	\$ 338.58	\$ 311.49	\$ 297.95
151-300 Feet	\$ 364.92	\$ 437.91	\$ 456.16	\$ 419.66	\$ 401.42
300+ Feet	\$ 2.12	\$ 2.54	\$ 2.65	\$ 2.44	\$ 2.33

Cabling Services (price per pull)	Zone 1	Zone 1 Zone 2		Zone 4	Zone 5
Coax Cable for Video Distribution (CATV, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested at	nd labeled including w	all plate, jack and certif	ication report.	•	
0-10 Pulls					
0-150 Feet	\$ 153.71	\$ 184.45	\$ 192.14	\$ 176.77	\$ 169.08
151-300 Feet	\$ 210.31	\$ 252.37	\$ 262.88	\$ 241.85	\$ 231.34
11-50 Pulls					
0-150 Feet	\$ 145.70	\$ 174.84	\$ 182.12	\$ 167.55	\$ 160.27
151-300 Feet	\$ 198.90	\$ 238.68	3 \$ 248.62	\$ 228.73	\$ 218.79
51-100 Pulls					
0-150 Feet	\$ 141.69	\$ 170.03	3 \$ 177.11	\$ 162.94	•
151-300 Feet	\$ 193.19	\$ 231.83	\$ 241.49	\$ 222.17	\$ 212.51
101-200 Pulls					
0-150 Feet	\$ 137.68	\$ 165.22	2 \$ 172.11	\$ 158.34	\$ 151.45
151-300 Feet	\$ 187.49	\$ 224.99	\$ 234.36	\$ 215.61	\$ 206.24
Over 200 Pulls					
0-150 Feet	\$ 133.68	\$ 160.41		·	\$ 147.05
151-300 Feet	\$ 181.78	\$ 218.14	\$ 227.23	\$ 209.05	\$ 199.96

Cabling Services

Cabling Services	Service Rate Type		Zone 1		Zone 2		Zone 3		Zone 4		Zone 5
Installation of Copper (Voice/Data) Cabling & Connectivity											
Project Supervisor	Standard	\$	105.00	\$	126.00	\$	131.25	\$	120.75	\$	115.50
Crew Foreman	Standard	\$	75.00	\$	90.00	\$	93.75	\$	86.25	\$	82.50
Lead Technician	Standard	\$	75.00	\$	90.00	\$	93.75	\$	86.25	\$	82.50
Entry Level Technician	Standard	\$	65.00	\$	78.00	\$	81.25	\$	74.75	\$	71.50
Littly Level Technican	Standard	Ψ	00.00	Ψ	70.00	Ψ	01.23	Ψ	74.75	Ψ	7 1.50
Installation of Copper (CATV/Broadband) Cabling & Connectivity											
Project Supervisor	Standard	\$	105.00	\$	126.00	\$	131.25	\$	120.75	\$	115.50
Crew Foreman	Standard	\$	75.00	\$	90.00	\$	93.75	\$	86.25	\$	82.50
Lead Technician	Standard	\$	75.00	\$	90.00	\$	93.75	\$	86.25	\$	82.50
Entry Level Technician	Standard	\$	65.00	\$	78.00	\$	81.25	\$	74.75	\$	71.50
Installation of Fiber Optic Cabling & Connectivity											
Project Supervisor	Standard	\$	105.00	\$	126.00	\$	131.25	\$	120.75	\$	115.50
Crew Foreman	Standard	\$	75.00	\$	90.00	\$	93.75	\$	86.25	\$	82.50
Lead Technician	Standard	\$	75.00	\$	90.00	\$	93.75	\$	86.25	\$	82.50
Entry Level Technician	Standard	\$	65.00	\$	78.00	\$	81.25	\$	74.75	\$	71.50
Installation of Aerial/Outside Plant											
Project Supervisor	Standard	\$	105.00	\$	126.00	\$	131.25	\$	120.75	\$	115.50
Crew Foreman	Standard	\$	75.00	\$	90.00	\$	93.75	\$	86.25	\$	82.50
Line Man	Standard	\$	75.00	\$	90.00	\$	93.75	\$	86.25	\$	82.50
Laborer	Standard	\$	65.00	\$	78.00	\$	81.25	\$	74.75	\$	71.50
Management Services											
Sr. Project Manager	Standard	\$	105.00	\$	126.00	\$	131.25	\$	120.75	\$	115.50
Project Manager	Standard	\$	62.00	\$	74.40	\$	77.50	\$	71.30	\$	68.20
Assistant Project Manager	Standard	\$	53.00	\$	63.60	\$	66.25	\$	60.95	\$	58.30
Design/Consulting Services											
Design Level 3	Standard	\$	99.00	\$	118.80	\$	123.75	\$	113.85	\$	108.90
Design Level 2	Standard	\$	63.83	\$	76.60	\$	79.79	\$	73.40	\$	70.21
Design Level 1	Standard	\$	52.96	\$	63.55	\$	66.20	\$	60.90	\$	58.26
Sr. Consultant - RCDD	Standard	\$	113.00	\$	135.60	\$	141.25	\$	129.95	\$	124.30
Intermediate Consultant	Standard	\$	60.38	\$	72.46	\$	75.48	\$	69.44	\$	66.42
Wireless Networking and Equipment				├							
	Standard	\$	141.68	\$	170.02	\$	177.10	\$	162.93	\$	155.85
Installation & Programming	Standard	\$	176.21	\$	211.45	\$	220.26	\$	202.64	\$	193.83
Troubleshooting	Sianuaru	φ	170.21	Ψ	Z11. 4 5	Φ	220.20	Φ	202.04	φ	183.03
Electronic Cofety (ACC 9 VCC)		-		 				-			
Electronic Safety (ACS & VSS)	Ctandard	\$	79.35	¢	95.22	Ф	99.19	Ф	91.25	Ф	87.29
New Installation & Moves/Adds/Changes	Standard	Ф	79.35	\$	95.22	\$	99.19	\$	91.25	\$	87.29

Configuration & Troubleshooting	Standard	\$ 92.00	\$ 110.40	\$ 115.00	\$ 105.80	\$ 101.20
Audio						
Project Supervisor	Standard	\$ 105.00	\$ 126.00	\$ 131.25	\$ 120.75	\$ 115.50
Crew Foreman	Standard	\$ 75.00	\$ 90.00	\$ 93.75	\$ 86.25	\$ 82.50
Lead Technician	Standard	\$ 75.00	\$ 90.00	\$ 93.75	\$ 86.25	\$ 82.50
Video						
Project Supervisor	Standard	\$ 105.00	\$ 126.00	\$ 131.25	\$ 120.75	\$ 115.50
Crew Foreman	Standard	\$ 75.00	\$ 90.00	\$ 93.75	\$ 86.25	\$ 82.50
Lead Technician	Standard	\$ 75.00	\$ 90.00	\$ 93.75	\$ 86.25	\$ 82.50
Installation of Copper (Voice/Data) Cabling & Connectivity						
Project Supervisor	Non-Standard	\$ 157.50	\$ 189.00	\$ 196.88	\$ 181.13	\$ 173.25
Crew Foreman	Non-Standard	\$ 112.50	\$ 135.00	\$ 140.63	\$ 129.38	\$ 123.75
Lead Technician	Non-Standard	\$ 112.50	\$ 135.00	\$ 140.63	\$ 129.38	\$ 123.75
Entry Level Technician	Non-Standard	\$ 97.50	\$ 117.00	\$ 121.88	\$ 112.13	\$ 107.25
Installation of Copper (CATV/Broadband) Cabling & Connectivity						
Project Supervisor	Non-Standard	\$ 157.50	\$ 189.00	\$ 196.88	\$ 181.13	\$ 173.25
Crew Foreman	Non-Standard	\$ 112.50	\$ 135.00	\$ 140.63	\$ 129.38	\$ 123.75
Lead Technician	Non-Standard	\$ 112.50	\$ 135.00	\$ 140.63	\$ 129.38	\$ 123.75
Entry Level Technician	Non-Standard	\$ 97.50	\$ 117.00	\$ 121.88	\$ 112.13	\$ 107.25
Installation of Fiber Optic Cabling & Connectivity						
Project Supervisor	Non-Standard	\$ 157.50	\$ 189.00	\$ 196.88	\$ 181.13	\$ 173.25
Crew Foreman	Non-Standard	\$ 112.50	\$ 135.00	\$ 140.63	\$ 129.38	\$ 123.75
Lead Technician	Non-Standard	\$ 112.50	\$ 135.00	\$ 140.63	\$ 129.38	\$ 123.75
Entry Level Technician	Non-Standard	\$ 97.50	\$ 117.00	\$ 121.88	\$ 112.13	\$ 107.25
Installation of Aerial/Outside Plant						
Project Supervisor	Non-Standard	\$ 157.50	\$ 189.00	\$ 196.88	\$ 181.13	\$ 173.25
Crew Foreman	Non-Standard	\$ 112.50	\$ 135.00	\$ 140.63	\$ 129.38	\$ 123.75
Line Man	Non-Standard	\$ 112.50	\$ 135.00	\$ 140.63	\$ 129.38	\$ 123.75
Laborer	Non-Standard	\$ 97.50	\$ 117.00	\$ 121.88	\$ 112.13	\$ 107.25
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		PRODUCT		
CATEGORY / DESCRIPTION	Manufacturer / Brand	Product Description	Manufacturer's Part Number	DIR Customer Discount % off MSRP
Cabling Product Description				
Horizontal Distribution Cable (4pr, RG6, Etc)				
4-Pair Category 5e PLN	Belden	4-Pair Category 5e PLN	1213	23.00%
4-Pair Category 5e Riser	Belden	4-Pair Category 5e Riser	1583A 006U1000	47.00%
4-Pair Category 6 PLN	Belden	4-Pair Category 6 PLN	2413	47.00%
4-Pair Category 6 Riser	Belden	4-Pair Category 6 Riser	2412	47.00%
4-Pair Category 6A PLN	Belden	4-Pair Category 6A PLN	10GX13	47.00%
4-Pair Category 6A Riser	Belden	4-Pair Category 6A Riser	10GX12	22.00%
4-Pair Category 5e OSP	Berk-Tek	4-Pair Category 5e OSP	10071496	30.00%
4-Pair Category 5e PLN	Berk-Tek	4-Pair Category 5e PLN	10032227	47.00%
4-Pair Category 5e Riser	Berk-Tek	4-Pair Category 5e Riser	10032528	42.00%
4-Pair Category 6 OSP	Berk-Tek	4-Pair Category 6 OSP	10139885	35.00%
4-Pair Category 6 PLN	Berk-Tek	4-Pair Category 6 PLN	10136226	47.00%
4-Pair Category 6 Riser	Berk-Tek	4-Pair Category 6 Riser	10136339	47.00%
4-Pair Category 6 Enhanced Plenum	Berk-Tek	4-Pair Category 6 Enhanced Plenum	10163780	30.00%
4-Pair Category 6 Enhanced Riser	Berk-Tek	4-Pair Category 6 Enhanced Riser	10167481	30.00%
4-Pair Category 6A OSP	Berk-Tek	4-Pair Category 6A OSP	11094458	26.00%
4-Pair Category 6A PLN	Berk-Tek	4-Pair Category 6A PLN	10130484	30.00%
4-Pair Category 6A Riser	Berk-Tek	4-Pair Category 6A Riser	10137706	26.00%
4-Pair Category 5e OSP	General	4-Pair Category 5e OSP	5136100	22.00%
4-Pair Category 5e PLN	General	4-Pair Category 5e PLN	5131278E	47.00%
4-Pair Category 5e Riser	General	4-Pair Category 5e Riser	5133299E	47.00%
4-Pair Category 6 OSP	General	4-Pair Category 6 OSP	7136100	41.00%
4-Pair Category 6 PLN	General	4-Pair Category 6 PLN	7131800	47.00%
4-Pair Category 6 Riser	General	4-Pair Category 6 Riser	7133800	47.00%
4-Pair Category 6A PLN	General	4-Pair Category 6A PLN	7141819	28.00%
4-Pair Category 5e OSP	MOHAWK	4-Pair Category 5e OSP	M57561	26.00%
4-Pair Category 5e PLN	MOHAWK	4-Pair Category 5e PLN	M57546B	47.00%
4-Pair Category 5e Riser	MOHAWK	4-Pair Category 5e Riser	M57553B	47.00%
4-Pair Category 6 OSP	MOHAWK	4-Pair Category 6 OSP	M57622	47.00%
4-Pair Category 6 PLN	MOHAWK	4-Pair Category 6 PLN	M58280B	47.00%
4-Pair Category 6 Riser	MOHAWK	4-Pair Category 6 Riser	M58291B	47.00%
4-Pair Category 6A PLN	MOHAWK	4-Pair Category 6A PLN	M58646	47.00%
4-Pair Category 5e OSP	Superior Essex	4-Pair Category 5e OSP	04-001-55	29.00%
4-Pair Category 5e PLN	Superior Essex	4-Pair Category 5e PLN	51-241-28	46.00%
4-Pair Category 5e Riser	Superior Essex	4-Pair Category 5e Riser	51-240-25	43.00%
4-Pair Category 6 OSP (COPPER CLAD)	Superior Essex	4-Pair Category 6 OSP (COPPER CLAD)	04-001-64	28.00%
4-Pair Category 6 PLN	Superior Essex	4-Pair Category 6 PLN	77-240-2B	47.00%
4-Pair Category 6 Riser	Superior Essex	4-Pair Category 6 Riser	77-240-2A	42.00%
4-Pair Category 6A PLN	Superior Essex	4-Pair Category 6A PLN	6A-272-2B	30.00%
Cat 6+ Cable Plenum	Superior Essex	Cat 6+ Cable Plenum	66-240-2B	34.00%
Cat X10D Cable Plenum	Superior Essex	Cat X10D Cable Plenum	6A-272-2B	30.00%
4-Pair Category 6 PLN	Panduit	4-Pair Category 6 PLN	PUP6004BU-UY	27.00%
Cat 6+ Cable Riser	Panduit	Cat 6+ Cable Riser	PUR6004BU-UY	24.00%
Cat 6+ Cable Plenum	Panduit Panduit	Cat 6+ Cable Plenum	PUP6504BU-UY	29.00%
4-Pair Category 6A PLN	Panduit	4-Pair Category 6A PLN	PUP6AV04BU-G	26.00%
Cat 5e Cable NON-Plenum	Uniprise	Cat 5e Cable NON-Plenum	CS24R	28.00%
Cat 5e Cable OSP	Uniprise	Cat 5e Cable OSP	5NF4	21.00%
Cat 5 e Cable Plenum	Uniprise	Cat 5e Cable Plenum	CS24P BLUE GB874032314/10	33.00% 36.00%
Cat 6 Cable NON-Plenum	Uniprise	Cat 6 Cable NON-Plenum	CS34R BLUE GB884017214/10	
Cat 6 Cable OSP	Uniprise	Cat 6 Cable OSP	CS340 BLACK UN884019904/10	29.00%
Cat 6 Cable Plenum Cat 6+ Cable NON-Plenum	Uniprise	Cat 6 Cable Plenum Cat 6+ Cable NON-Plenum	CS34P BLUE GB874049914/10 CS37R BLUE UN884026814/10	43.00% 47.00%
	Uniprise			
Cat 6+ Cable Plenum	Uniprise	Cat 6+ Cable Plenum	CS37P BLUE UN874043014/10	47.00%

Connectors				
LC OM3	Corning	LC OM3	95-051-98-SP-X	19.00%
LC OS2	Corning	LC OS2	95-201-98-SP	21.00%
SC OM3	Corning	SC OM3	95-051-41-SP-X	18.00%
SC OS2	Corning	SC OS2	95-201-41-SP	21.00%
ST OM3	Corning	ST OM3	95-051-52-SP-X	18.00%
ST OS2	Corning	ST OS2	95-051-52-SP 95-201-52-SP	18.00%
LC OM3	Panduit	LC OM3	FLCSMCXAQY	23.00%
LC OS2		LC OS2	FLCSSCBUY	30.00%
	Panduit			
LC OM3 FastCAM	Leviton	LC OM3 FastCAM	49991-LLC	45.00%
LC OS2 FastCAM	Leviton	LC OS2 FastCAM	49991-SLC	45.00%
LC OM3 UNICAM	Corning	LC OM3 UNICAM	95-050-99-X	24.00%
LC OS2UNICAM	Corning	LC OS2UNICAM	95-200-99	24.00%
Cat 5	Leviton	Cat 5	5G108-RL5	33.00%
Cat 5e	Leviton	Cat 5e	5G110-RL5	33.00%
Cat 6	Leviton	Cat 6	61110-RL6	44.00%
Cat 6A	Leviton	Cat 6A	6110G-RL6	47.00%
Cat 5e	Ortronics	Cat 5e	OR-TJ5E00	22.00%
Cat 6	Ortronics	Cat 6	OR-TJ600	23.00%
Cat 5e	Panduit	Cat 5e	CJ5E88TGBL	34.00%
Cat 6	Panduit	Cat 6	CJ688TGBL	34.00%
Cat 6A	Panduit	Cat 6A	CJ6X88TGBL	33.00%
Cat 5e	Siemon	Cat 5e	MX5-FXX	22.00%
Cat 6	Siemon	Cat 6	MX6-FXX	25.00%
Cat 5e	Uniprise	Cat 5e	UNJ500-XX	37.00%
Cat 6	Uniprise	Cat 6	UNJ600-XX	42.00%
Racks/Cabinets and Hardware			21.11202.121	
12IN CABLE RWAY TUBE BLK	CPI	12IN CABLE RWAY TUBE BLK	10250-712	28.00%
STANDARD 19IN RACK BLK	CPI	STANDARD 19IN RACK BLK	55053-703	24.00%
Wire Mesh Cable Tray 2" x 12" x 10'	CPI	Wire Mesh Cable Tray 2" x 12" x 10'	60212300-003	24.00%
Horiz. Rack Mount PWR STRP 19 -25 15A SRG P	CPI	Horiz. Rack Mount PWR STRP 19 -25 15A SRG P	12816-703	21.00%
Vertical Rack Mount PWR STRP CBNT 66IN H	CPI	Vertical Rack Mount PWR STRP CBNT 66IN	12848-701	22.00%
BUTT SPLICE KIT	CPI	BUTT SPLICE KIT	11301-001	17.00%
	CPI		10595-712	22.00%
Rack to Runway Mounting Plate 9-12" LOW PRFL SHLF 19X16 BLK	I CPI	Rack to Runway Mounting Plate 9-12" LOW PRFL SHLF 19X16 BLK	11293-712	22.00%
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WALL MTD BUS BAR10INX4IN	CPI	WALL MTD BUS BAR10INX4IN	10622-010	20.00%
BUSBAR STD 1/4INX4INWX12	CPI	BUSBAR STD 1/4INX4INWX12	10622-012	22.00%
WALL MTD BUS BAR20INX4IN	CPI	WALL MTD BUS BAR20INX4IN	10622-020	22.00%
Horizontal Rack Mount Busbar 19"	CPI	Horizontal Rack Mount Busbar 19"	10610-019	22.00%
JUNCTION KIT FOR RUNWAY	CPI	JUNCTION KIT FOR RUNWAY	11302-001	17.00%
RACK INSTALL KIT SS	CPI	RACK INSTALL KIT SS	40604-001	22.00%
12IN TRIANG SUP BRKT BLK	CPI	12IN TRIANG SUP BRKT BLK	11312-712	23.00%
WALL ANGL SPPRT 12IN BLK	CPI	WALL ANGL SPPRT 12IN BLK	11421-712	22.00%
WALL RK 19IN X 6 RMU BLK	CPI	WALL RK 19IN X 6 RMU BLK	11754-719	20.00%
SWG GATE 19X24 5X12	CPI	SWG GATE 19X24 5X12	11790-712	21.00%
SWG GATE 19X24 5X18	CPI	SWG GATE 19X24 5X18	11790-718	22.00%
CUBE-IT-PL 24X24X24 BLK	CPI	CUBE-IT-PL 24X24X24 BLK	11840-724	22.00%
CUBE-IT-PL 36X24X24 BLK	CPI	CUBE-IT-PL 36X24X24 BLK	11840-736	22.00%
RUNWY RAD DROP 12IN BLAC	СРІ	RUNWY RAD DROP 12IN BLAC	12100-712	22.00%
ADJ QR 12-24 575D 7FT BK	CPI	ADJ QR 12-24 575D 7FT BK	15216-703	24.00%
ADJ QR 12-24 750D 7FT BK	CPI	ADJ QR 12-24 750D 7FT BK	15217-703	24.00%
CUBE-IT GEN3 STANDARD FAN/FILTER KIT 100	СРІ	CUBE-IT GEN3 STANDARD FAN/FILTER KIT 100	40972-001	22.00%
12" Universal Ladder Runway, 10' Sections	Hoffman	12" Universal Ladder Runway, 10' Sections	LSS12BLK	5.00%
7' Equipment Rack	Hoffman	7' Equipment Rack	EDR19FM45U	10.00%
Butt Splice Kit	Hoffman	Butt Splice Kit	L-BSKB	5.00%
Double Sided Shelf	Hoffman	Double Sided Shelf	ESHD19	6.00%
Junction Splice Kit	Hoffman	Junction Splice Kit	LISKB	5.00%
Rack to Runway Mounting Plate	Hoffman	Rack to Runway Mounting Plate	LRRMPBLK	5.00%
Rack to Wall Runway Kit	Hoffman	Rack to Wall Runway Kit	E45RUBKIT	9.00%
Triangular Support Bracket	Hoffman	Triangular Support Bracket	LTSB12BLK	5.00%
FAN KIT 4 IN FAN 115VAC SMALL	Hoffman	FAN KIT 4 IN FAN 115VAC SMALL	EWMF1	5.00%
			LWASK12BLK	
Wall Angle Support Kit	Hoffman	Wall Angle Support Kit		5.00%
ACCESSPLUS 24 X 24 X 30 WDW BLK	Hoffman	ACCESSPLUS 24 X 24 X 30 WDW BLK	EWMW242430	5.00%

WING OUT RACK 12U 24IN BLK	Hoffman	SWING OUT RACK 12U 24IN BLK	E19SWM12U24	5.00%
9" Data Rack - Incl rack screws and Installation kit	Panduit	19" Data Rack - Incl rack screws and Installation kit	R2P	27.00%
iber Cable and Associated Hardware				
Strand OM3 I/O Plenum TB Interlocking Armored Fiber	Berk Tek	6 Strand OM3 I/O Plenum TB Interlocking Armored Fiber	PDPK006EB3010/25-I/O-	26.00%
2 Strand OM3 I/O Plenum TB Interlocking Armored Fiber	Berk Tek	12 Strand OM3 I/O Plenum TB Interlocking Armored Fiber	PDPK012EB3010/25-I/O-	26.00%
4 Strand OM3 I/O Plenum TB Interlocking Armored Fiber	Berk Tek	24 Strand OM3 I/O Plenum TB Interlocking Armored Fiber	PDPK024EB3010/25-I/O-	26.00%
Strand OS2 I/O Plenum TB Interlocking Armored Fiber	Berk Tek	6 Strand OS2 I/O Plenum TB Interlocking Armored Fiber	PDPK006AB0707-I/OC4C5(YEL)	26.00%
2 Strand OS2 I/O Plenum TB Interlocking Armored Fiber	Berk Tek	12 Strand OS2 I/O Plenum TB Interlocking Armored Fiber	PDPK012AB0707-I/O-C4C5(YEL)	26.00%
2 Strand OS2 Plenum TB Interlocking Armored Fiber	Berk Tek	12 Strand OS2 Plenum TB Interlocking Armored Fiber	PDPK012AB0707	26.00%
4 Strand OS2 Plenum TB Interlocking Armored Fiber	Berk Tek	24 Strand OS2 Plenum TB Interlocking Armored Fiber	PDPK024AB0707	26.00%
2-Strand MM OM3 Interlocking I/O Plenum Fiber	Corning	12-Strand MM OM3 Interlocking I/O Plenum Fiber	012T8P-31180-A3	42.00%
.2-Strand MM (50μ/OM3) Interlocking Non-Plenum Fiber	Corning	12-Strand MM (50μ/OM3) Interlocking Non-Plenum Fiber	012T81-33180-A1	29.00%
.2-Strand MM (50μ/OM3) Interlocking Plenum Fiber	Corning	12-Strand MM (50μ/OM3) Interlocking Plenum Fiber	012T88-33180-A3	31.00%
2-Strand SM Interlocking I/O Plenum Fiber	Corning	12-Strand SM Interlocking I/O Plenum Fiber	012E8P-31131-A3	29.00%
2-Strand SM Interlocking Non-Plenum Fiber	Corning	12-Strand SM Interlocking Non-Plenum Fiber	012E81-33131-A1	26.00%
2-Strand SM Interlocking Plenum Fiber	Corning	12-Strand SM Interlocking Plenum Fiber	012E88-33131-A3	30.00%
4-Strand MM (50μ/OM3) Interlocking Plenum Fiber	Corning	24-Strand MM (50μ/OM3) Interlocking Plenum Fiber	024T88-33180-A3	37.00%
4-Strand SM Interlocking I/O Plenum Fiber	Corning	24-Strand SM Interlocking I/O Plenum Fiber	024E8P-31131-A3	29.00%
4-Strand SM Interlocking Non-Plenum Fiber	Corning	24-Strand SM Interlocking Non-Plenum Fiber	024E81-33131-A1	25.00%
4-Strand SM Interlocking Plenum Fiber	Corning	24-Strand SM Interlocking Plenum Fiber	024E88-33131-A3	30.00%
-Strand MM OM3 Interlocking I/O Plenum Fiber	Corning	6-Strand MM OM3 Interlocking I/O Plenum Fiber	006T8P-31180-A3	29.00%
-Strand MM (50μ/OM3) Interlocking Plenum Fiber	Corning	6-Strand MM (50μ/OM3) Interlocking Plenum Fiber	006T88-31180-A3	29.00%
-Strand SM Interlocking I/O Plenum Fiber	Corning	6-Strand SM Interlocking I/O Plenum Fiber	006E8P-31131-A3	30.00%
-Strand SM Interlocking Non-Plenum Fiber	Corning	6-Strand SM Interlocking Non-Plenum Fiber	006E81-31131-A1	25.00%
-Strand SM Interlocking Plenum Fiber	Corning	6-Strand SM Interlocking Plenum Fiber	006E88-31131-A3	30.00%
2-Strand MM (50μ/OM3) Interlocking Indoor/Outdoor Plenum Fib		12-Strand MM (50μ/OM3) Interlocking Indoor/Outdoor Plenum	BE0121ANU-ILPA	25.00%
2-Strand MM (50μ/OM3) Interlocking Plenum Fiber	General	12-Strand MM (50μ/OM3) Interlocking Plenum Fiber	BE0121PNU-ILPA	25.00%
4-Strand SM Interlocking Plenum Fiber	General	24-Strand SM Interlocking Plenum Fiber	AP0241PNU-ILPA	25.00%
-Strand MM (50μ/OM3) Interlocking Plenum Fiber	General	6-Strand MM (50μ/OM3) Interlocking Plenum Fiber	BE0061PNU-ILPA	25.00%
-Strand SM Interlocking Plenum Fiber	General	6-Strand SM Interlocking Plenum Fiber	AP0061PNU-ILPA	25.00%
2-Strand MM (50μ/OM3) Interlocking Plenum Fiber	Superior Essex	12-Strand MM (50μ/OM3) Interlocking Plenum Fiber	L4012N401	20.00%
2-Strand SM Interlocking Plenum Fiber	Superior Essex	12-Strand SM Interlocking Plenum Fiber	L4012K401	22.00%
4-Strand MM (50µ/OM3) Interlocking Indoor/Outdoor Fiber	Superior Essex	24-Strand MM (50µ/OM3) Interlocking Indoor/Outdoor Fiber	L4024NKWQ	22.00%
-Strand MM (50μ/OM3) Interlocking Indoor/Outdoor Fiber	Superior Essex	6-Strand MM (50µ/OM3) Interlocking Indoor/Outdoor Fiber	W4006NG01 L3006N401	20.00% 21.00%
-Strand MM (50μ/OM3) Interlocking Non-Plenum Fiber	Superior Essex	6-Strand MM (50μ/OM3) Interlocking Non-Plenum Fiber		
C Duplex OM3 C Duplex OS2	Corning	LC Duplex OM3 LC Duplex OS2	CCH-CP-24-E4 CCH-CP-24-A9	24.00% 24.00%
RU Fiber Enclosure	Corning	1 RU Fiber Enclosure	CCH-CP-24-A9 CCH-01U	24.00%
RU Fiber Enclosure	Corning	2 RU Fiber Enclosure	CCH-010 CCH-02U	24.00%
RU Fiber Enclosure	Corning Corning	4 RU Fiber Enclosure	CCH-020	24.00%
RU Fiber Enclosure	Leviton	1 RU Fiber Enclosure	5R1UM-S03	44.00%
RU Fiber Enclosure	Leviton	2 RU Fiber Enclosure	5R2UM-S06	44.00%
RU Fiber Enclosure	Leviton	4 RU Fiber Enclosure	5R4UM-F12	44.00%
dapter Panels SC	Leviton	Adapter Panels SC	5F100-2QL	44.00%
dapter Panels SC	Leviton	Adapter Panels ST	5F100-2LL	44.00%
MM Adapter Panels SC	Ortronics	MM Adapter Panels SC	OR-OFP-LCD12LC	21.00%
MM Adapter Panels ST	Ortronics	MM Adapter Panels ST	OR-OFP-LCD12AC	21.00%
RU 48 Strands Max	Panduit	1RU 48 Strands Max	FRME1	23.00%
RU 96 Strands Max	Panduit	4RU 96 Strands Max	FRME4	23.00%
dapter Panels SC	Panduit	Adapter Panels SC	FAP6WAQDLCZ	30.00%
Adapter Panels ST	Panduit	Adapter Panels ST	FAP6WBUDLCZ	28.00%
C to LC Duplex Fiber Jumper MM 3M	Corning	LC to LC Duplex Fiber Jumper MM 3M	797902TD120003M	21.00%
C to LC Duplex Fiber Jumper SM 3M	Corning	LC to LC Duplex Fiber Jumper SM 3M	787802GD120003M	20.00%
C to LC Duplex Fiber Jumper SM 5M	Leviton	LC to LC Duplex Fiber Jumper MM 5M	5LDLC-M05	28.00%
ligh Pair Copper Cable			222 23 11.00	
5-Pair Category 3 Plenum Cable	Commscope Systimax	25-Pair Category 3 Plenum Cable	2010B WHITE 107765992	24.00%
0-Pair, Category 3, Plenum Rated Cable	Commscope Systimax	50-Pair, Category 3, Plenum Rated Cable	2010B WHITE 107766040	24.00%
00-Pair, Category 3, OSP Rated Cable	General	100-Pair, Category 3, OSP Rated Cable	7525819.99	24.00%
5-Pair Category 3 Non-Plenum Cable	General	25-Pair Category 3 Non-Plenum Cable	2133033.99	20.00%
5-Pair Category 3 OSP Cable	General	25-Pair Category 3 OSP Cable	7525785.99	24.00%
5-Pair Category 3 Plenum Cable	General	25-Pair Category 3 Plenum Cable	2131505.99	22.00%
J I all Category J I Icham Cabic				
5-Pair Category 5 Plenum Cable	General	25-Pair Category 5e Plenum Cable	2131550E.99	25.00%

25-Pair Category 3 Plenum Cable	IMOHAWK	25-Pair Category 3 Plenum Cable	I M56801	39.00
25-Pair Category 5 Pierium Cable	MOHAWK	25-Pair Category 5 Pierram Cable	M58141	47.00
25-Pair Category 5e Plenum Cable	MOHAWK	25-Pair Category 5e Plenum Cable	M58141	45.00
50-Pair, Category 3, Plenum Rated Cable	MOHAWK	50-Pair, Category 3, Plenum Rated Cable	M56126	41.00
100-Pair, Category 3, Non-Plenum Rated Cable	Superior Essex	100-Pair, Category 3, Non-Plenum Rated Cable	18-789-33	32.00
100-Pair, Category 3, Plenum Rated Cable	Superior Essex	100-Pair, Category 3, Plenum Rated Cable	18-799-36	37.00
25-Pair Category 3 Non-Plenum Cable	Superior Essex	25-Pair Category 3 Non-Plenum Cable	18-499-33	30.00
25-Pair Category 3 OSP Cable	Superior Essex	25-Pair Category 3 OSP Cable	09-097-02	30.00
25-Pair Category 3 Plenum Cable	Superior Essex	25-Pair Category 3 Plenum Cable	18-499-36	39.00
50-Pair, Category 3, Non-Plenum Rated Cable	Superior Essex	50-Pair, Category 3, Non-Plenum Rated Cable	18-599-33	31.00
50-Pair, Category 3, Plenum Rated Cable	Superior Essex	50-Pair, Category 3, Plenum Rated Cable	18-599-36	36.00
Copper Patch Cables	Superior Essex	30-rail, Category 3, Flerium Nateu Cable	18-335-30	30.00
10 Ft Cat 5e	Leviton	10 Ft Cat 5e	5G460-10L	27.00
3 Ft Cat 5e	Ortronics	3 Ft Cat 5e	OR-MC5E03-06	24.00
5 Ft Cat 5e	Ortronics	5 Ft Cat 5e	OR-MC5E05-06	24.00
7 Ft Cat 5e	Ortronics	7 Ft Cat 5e	OR-MC5E07-06	24.00
5 Ft Cat 5e	Panduit	5 Ft Cat 5e	UTP28CH5BU	28.00
7 Ft Cat 5e	Panduit	7 Ft Cat 5e	UTP28CH7	28.00
10 Ft Cat 5e	Panduit	10 Ft Cat 5e	UTP28CH10BU	28.00
3 Ft Cat 6	Leviton	3 Ft Cat 6	62460-3L	44.00
5 Ft Cat 6	Leviton	5 Ft Cat 6	62460-5L	44.00
3 Ft Cat 6	Ortronics	3 Ft Cat 6	OR-MC603-06	24.00
5 Ft Cat 6	Ortronics	5 Ft Cat 6	OR-MC605-00	24.00
10 Ft Cat 6	Ortronics	10 Ft Cat 6	OR-IVIC605-00 OR-MC610-06	24.00
3 Ft Cat 6	Panduit	3 Ft Cat 6	UTPSP3BUY	33.00
5 Ft Cat 6	Panduit		UTPSP5BUY	33.00
7 Ft Cat 6	Panduit	5 Ft Cat 6 7 Ft Cat 6	UTPSP7BUY	33.00
3 Ft Cat 6	Siemon	3 Ft Cat 6	MC6-03-06 MC6-05-06	22.00 ⁻ 22.00 ⁻
5 Ft Cat 6	Siemon	5 Ft Cat 6		22.00
10 Ft Cat 6 3 Ft Cat 6	Siemon	10 Ft Cat 6	MC6-10-06 UNC6-BL-3F	46.00
	Uniprise	3 Ft Cat 6		
5 Ft Cat 6	Uniprise	5 Ft Cat 6	UNC6-BL-5F	46.00
10 Ft Cat 6	Uniprise	10 Ft Cat 6	UNC6-BL-10F	46.00
3 Ft Cat 6A	Leviton	3 Ft Cat 6A	6AS10-3W	46.00
7 Ft Cat 6A	Leviton	7 Ft Cat 6A	6AS10-7G	48.00
10 Ft Cat 6A	Leviton	10 Ft Cat 6A	6AS10-10G	48.00
5 Ft Cat 6A	Panduit	5 Ft Cat 6A	UTP6A5BU	35.00
7 Ft Cat 6A	Panduit	7 Ft Cat 6A	UTP6A7BU	35.00
3 Ft Cat 6A	Siemon	3 Ft Cat 6A	ZM6A-03-06	23.00
3 Ft Cat 6A	Uniprise	3 Ft Cat 6A	UC1AAA2-0ZF003	25.00
7 Ft Cat 6A	Uniprise	7 Ft Cat 6A	UC1AAA2-0ZF007	20.00
10 Ft Cat 6A	Uniprise	10 Ft Cat 6A	UC1AAA2-0ZF010	20.00
Patch Panels	Laudhan	1440 M/s II Massach 400 De in I/it	44.4.0.2.4.5.5	25.00
110 Wall Mount 100 Pair Kit	Leviton	110 Wall Mount 100 Pair Kit	41AB2-1F5	35.00
24 Port Cat 5e	Leviton	24 Port Cat 5e	5G596-U24	35.00
48 port Cat 5e	Leviton	48 port Cat 5e	5G596-U48	36.00
24 port Cat 6	Leviton	24 port Cat 6	69586-U24	43.00
48 port Cat 6	Leviton	48 port Cat 6	69586-U48	43.00
24 port Cat 6A	Leviton	24 port Cat 6A	6A586-U24	48.00
48 port Cat 6A	Leviton	48 port Cat 6A	6A586-U48	48.00
24 Port Cat 5e	Ortronics	24 Port Cat 5e	OR-PHD5E6U24	23.00
48 port Cat 5e	Ortronics	48 port Cat 5e	OR-PHD5E6U48	23.00
24 port Cat 6	Ortronics	24 port Cat 6	OR-PHD66U24	23.00
48 port Cat 6	Ortronics	48 port Cat 6	OR-PHD66U48	23.00
110 Wall Mount 100 Pair Kit	Panduit	110 Wall Mount 100 Pair Kit	P110KB1005Y	25.00
24 Port Cat 5e	Panduit	24 Port Cat 5e	DP245E88TGY	34.00
48 port Cat 5e	Panduit	48 port Cat 5e	DP485E88TGY	37.00
24 port Cat 6	Panduit	24 port Cat 6	DP24688TGY	37.00
48 port Cat 6	Panduit	48 port Cat 6	DP48688TGY	37.00
24 port Cat 6A	Panduit	24 port Cat 6A	DP246X88TGY	34.00
48 port Cat 6A	Panduit	48 port Cat 6A	DP486X88TGY	37.00
24 Port Modular Patch Panel Minicom	Panduit	24 Port Modular Patch Panel Minicom	CPP24WBLY	29.00
48 Port Modular Patch Panel Minicom	Panduit	48 Port Modular Patch Panel Minicom	CPP48WBLY	29.00

110 Wall Mount 100 Pair Kit	Siemon	110 Wall Mount 100 Pair Kit	S110AB2-100FT	19.00%
24 Port Cat 5e	Siemon	24 Port Cat 5e	HD5-24	23.00%
48 port Cat 5e	Siemon	48 port Cat 5e	HD5-48	23.00%
24 port Cat 6	Siemon	24 port Cat 6	HD6-24	24.00%
48 port Cat 6	Siemon	48 port Cat 6	HD6-48	26.00%
50-Pair 66 split block	Siemon	50-Pair 66 split block	M1-50	20.009
66 Stand Off	Siemon	66 Stand Off	S89B	20.009
24 Port Cat 5e	Uniprise	24 Port Cat 5e	CPP-5E-DM-1U 24	39.00%
48 port Cat 5e	Uniprise	48 port Cat 5e	CPP-5E-DM-2U-48	39.00%
24 port Cat 6	Uniprise	24 port Cat 6	UNP-6-DM-1U-24	39.00%
48 port Cat 6	Uniprise	48 port Cat 6	UNP-6-DM-2U-48	47.00%
24 port Cat 6A	Uniprise	24 port Cat 6	UNP-6A-DM-1U-24	47.00%
48 port Cat 6A	Uniprise	48 port Cat 6A	UNP-6A-DM-2U-48	47.00%
Wall Faceplates and Surface Mounts	Oniprise	48 port cat on	UNF-UA-DIVI-2U-48	47.007
	Leviton	Single	42080-1WS	34.00%
Single Dual	Leviton	Dual	42080-1WS 42080-2WS	34.009
		Quad	42080-2WS 42080-4WS	34.009
Quad	Leviton		42080-4WS 42080-6WS	34.009
Six Port	Leviton	Six Port		
Modular	Leviton	Modular Blazza Blazza	49910-SE4	32.00%
Wall Mount Phone Plate	Leviton	Wall Mount Phone Plate	4108W-1SP	34.00%
Single	Ortronics	Single	OR-40300549	21.00%
Dual	Ortronics	Dual	OR-40300548	21.00%
Quad	Ortronics	Quad	OR-40300546	21.00%
Six Port	Ortronics	Six Port	OR-40300545	21.00%
Modular	Ortronics	Modular	OR-40300633-00	19.00%
Wall Mount Phone Plate	Ortronics	Wall Mount Phone Plate	OR-403STJ1WP	21.00%
Single	Panduit	Single	CFP1IW	24.00%
Dual	Panduit	Dual	CFPL2IWY	24.00%
Quad	Panduit	Quad	CFPL4IWY	24.00%
Six Port	Panduit	Six Port	CFPL6IWY	24.00%
Modular	Panduit	Modular	CFFPL4BL	25.00%
Wall Mount Phone Plate	Panduit	Wall Mount Phone Plate	KWP6PY	26.00%
1 Pos Blank Insert	Panduit	1 Pos Blank Insert	CMBWH-X	38.00%
Single	Siemon	Single	MX-FP-S-01-XX	20.00%
Dual	Siemon	Dual	MX-FP-S-02-XX	20.00%
Quad	Siemon	Quad	MX-FP-S-04-XX	20.00%
Six Port	Siemon	Six Port	MX-FP-S-06-XX	20.00%
Wire Management				
Horizontal Rack Mount-1.75" 1RU	Leviton	Horizontal Rack Mount-1.75" 1RU	491RU-HFO	36.00%
Horizontal Rack Mount-3.5" 2RU	Leviton	Horizontal Rack Mount-3.5" 2RU	492RU-HFO	36.00%
Vertical-Dual Sided Rack Mount 6" Wide	Leviton	Vertical-Dual Sided Rack Mount 6" Wide	4980L-VFR	36.00%
Horizontal Rack Mount-1.75" 1RU	Ortronics	Horizontal Rack Mount-1.75" 1RU	OR-60400129	21.00%
Horizontal Rack Mount-3.5" 2RU	Ortronics	Horizontal Rack Mount-3.5" 2RU	OR-60400057	21.00%
Vertical-Single Sided Rack Mount 6" Wide	Ortronics	Vertical-Single Sided Rack Mount 6" Wide	OR-DVMS706	21.00%
Horizontal Rack Mount-1.75" 1RU	Panduit	Horizontal Rack Mount-1.75" 1RU	NCMHF1	29.00%
Horizontal Rack Mount-3.5" 2RU	Panduit	Horizontal Rack Mount-3.5" 2RU	NCMH2	29.00%
Vertical-Dual Sided Rack Mount 6" Wide	Panduit	Vertical-Dual Sided Rack Mount 6" Wide	WMPVHC45E	29.00%
VCM DOUBLE SIDED 10IN W X 7FT H BLACK	CPI	VCM DOUBLE SIDED 10IN W X 7FT H BLACK	13914-703	23.00%
DOUBLE SIDED VCM 12W X 80.5H	CPI	DOUBLE SIDED VCM 12W X 80.5H	13915-703	23.007
SINGLE SIDED HCM 1U	CPI	SINGLE SIDED HCM 1U	13913-703	23.007
SINGLE SIDED HCM 10	CPI	SINGLE SIDED HCM 10	13930-701	23.00%
Unversal Horizontal Cable Manager Double Sided Wide	Hoffman	Unversal Horizontal Cable Manager Double Sided Wide	DCHD2	22.00%
Vertical Cable Manager Double Sided Wide (6")	Hoffman	Vertical Cable Manager Double Sided Wide (6")	DV6D7	28.009
Other Items Not Specifically Identified Above	Hollinali	vertical cable ividilager Double Sided vvide (6)	DV0D/	26.007
All other Products by Manufacturer Not Identified Above	Commercino	All	MSRP/Price-List	19.00%
All other Products by Manufacturer Not Identified Above All other Products by Manufacturer Not Identified Above	Commscope	All	MSRP/Price-List	21.00%
	Systimax	All		17.00%
All other Products by Manufacturer Not Identified Above	Uniprise	T = 1	MSRP/Price-List	
All other Products by Manufacturer Not Identified Above	Panduit	All	MSRP/Price-List	20.00%
All other Products by Manufacturer Not Identified Above	General	All	MSRP/Price-List	22.00%
All other Products by Manufacturer Not Identified Above	Essex	All	MSRP/Price-List	15.00%
All other Products by Manufacturer Not Identified Above	Leviton	All	MSRP/Price-List	16.00%
All other Products by Manufacturer Not Identified Above	CPI	All	MSRP/Price-List	16.00%
All other Products by Manufacturer Not Identified Above	BLINE	All	MSRP/Price-List	17.00%

All other Products by Manufacturer Not Identified Above	Siemon	All	MSRP/Price-List	16.00%
All other Products by Manufacturer Not Identified Above	AMP	All	MSRP/Price-List	15.00%
All other Products by Manufacturer Not Identified Above	Caddy	All	MSRP/Price-List	20.00%
All other Products by Manufacturer Not Identified Above	Mohawk	All	MSRP/Price-List	20.00%
All other Products by Manufacturer Not Identified Above	Ortronics	All	MSRP/Price-List	20.00%
All other Products by Manufacturer Not Identified Above	Corning	All	MSRP/Price-List	19.00%
All other Products by Manufacturer Not Identified Above	Hoffman	All	MSRP/Price-List	19.00%
All other Products by Manufacturer Not Identified Above	Belden	All	MSRP/Price-List	17.00%
All other Products by Manufacturer Not Identified Above	Berk-Tek	All	MSRP/Price-List	15.00%
All other Products by Manufacturer Not Identified Above	Maxcell	All	MSRP/Price-List	18.00%
All other Products by Manufacturer Not Identified Above	Carlon	All	MSRP/Price-List	18.00%
All other Products by Manufacturer Not Identified Above	Circa	All	MSRP/Price-List	19.00%

Part #	DESCRIPTION	Zone 1 Discount	Zone 2 Discount	Zone 3 Discount	Zone 4 Discount	Zone 5 Discount
7 0 0 1.		30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) single Category 5e data outlet:					
UC-ISPM-001	(This unit price shall consist of the installation of one (1) Panduit Category 5e module (CJ5E88TGOR), one (1) Panduit Faceplate (CFPL4IW), three (3) Panduit blank modules (CMBIW-X), one (1) average length of 200 feet of Commscope – Category 5e (CS24P) Blue jacketed cables and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) dual Category 6 data outlet:					
UC-ISPM-002	(This unit price shall consist of the installation of two (2) Panduit Category 6 modules (CJ688TGOR), one (1) Panduit Faceplate (CFPL4IW), two (2) Panduit blank modules (CMBIW-X), two (2) average lengths of 200 feet of General – Genspeed 6500 Category 6 White jacketed cables and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) dual data Category 5e and one (1) single voice Category 3 telecommunications outlet:					1
UC-ISPM-003	(This unit price shall consist of providing and installing two (2) Panduit Category 5e modules (CJ688TGOR), Two (2)Panduit Category 3 module (CJ66UIW), one (1) Panduit blank module (CMBIW-X), two (2) average lengths of 200 feet of Commscope – Category 5e (5504CMPKWH) White jacketed cables, one (1) average length of 200 feet of Commscope – Category 3 (3504CMPKBL) Blue jacketed cable and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) dual data Category 6 and one (1) dual voice Category 6 telecommunications outlet:					
UC-ISPM-004	(This unit price shall consist of providing and installing four (4) Panduit Category 6 modules (CJ688TGOR), one Panduit Faceplate (CFPL4IW), two (2) average lengths of 200 feet of General - Genspeed 6500 Category 6 White jacketed cables, two (2) General - Genspeed 6500 Category 6 White jacketed cable and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) dual data Category 6 and one (1) single voice Category 6 telecommunications outlet:					
UC-ISPM-005	(This unit price shall consist of providing and installing three (3) Panduit Category 6 modules (CJ688TGOR), one Panduit Faceplate (CFPL4IW), two (2) average lengths of 200 feet of General - Genspeed 6500 Category 6 White jacketed cables, one (1) General - Genspeed 6500 Category 6 White jacketed cable and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-006	Installation of one (1) Panduit (CJ688TGOR) Category 6 data jack:	30.00%	16.00%	12.50%	20.00%	23.00%
00 101 111 000	(This unit price shall consist of providing and installing one (1) Panduit (CJ688TOR) data jack on existing SIO)	00.0070	10.0070	12.0070	20.0070	20.00%
UC-ISPM-007	Testing and Registration for an Existing single voice and data location. (Category 5, 5e, 5E and 6 depending on cable/jack type) (This unit price shall consist of the testing, registration and any required administration to provide a Panduit Category 6 warranty on an existing data drop.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) 24 port Category 6 patch panel unloaded:\$					
UC-ISPM-008	(This unit price shall consist of the installation of one (1) Panduit 24 port Category 6 patch panel unloaded (CP24688BLY) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-009	Installation of one (1) 24 port Category 6 patch panel loaded: (This unit price shall consist of the installation of one (1) Panduit 24 port Category 6 patch panel loaded (CPP24WBLY) and all	30.00%	16.00%	12.50%	20.00%	23.00%
00-101 101-003	parts and labor necessary for a complete installation.)	30.0070	10.0070	12.5070	20.0070	25.00 /0
	Installation of one (1) 48 port Category 6 patch panel unloaded:\$					
UC-ISPM-010	(This unit price shall consist of the installation of one (1) Panduit 48 port Category 6 patch panel unloaded (CPP48WBLY) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-011	Installation of one (1) 48 port Category 6 patch panel loaded: (This unit price shall consist of the installation of one (1) Panduit 48 port Category 6 patch panel loaded (CP48688BLY) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of a plenum rated 12 strand 62.5/125µm FDDI Grade Multimode tight buffered fiber optics cable:					
UC-ISPM-012	(This unit price shall consist of the installation of 100 feet of a General (CG0121PNU)) fiber optics cable in a 1" orange plenum rated inner-duct and all parts and labor necessary for a complete installation. [Note: This unit price does not include fiber connectors])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-013	Additional per ten (10) feet for installation of a plenum rated 12 strand 62.5/125µm FDDI Grade Multimode tight buffered fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-014	Installation of an indoor/outdoor rated 12 strand 62.5/125µm FDDI Grade Multimode tight buffered fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (CG121ANU-BK) fiber optics cable in a 1" orange plenum rated inner-duct and all parts and labor necessary for a complete installation. [Note: This unit price does not include fiber connectors])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-015	Additional per ten (10) feet for installation of an indoor/outdoor rated 12 strand 62.5/125µm FDDI Grade Multimode tight buffered fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%

UC-ISPM-016	(This unit price shall consist of the installation of 100 feet of a General (CG0124M1Y-DWB) outdoor rated 12 strand fiber optics cable single lashed to a messenger wire on an existing or new utility pole(s) and all parts and labor necessary for a complete installation. [Note: This unit price does not include the fiber connectors. Please include pricing for a cable that does not have a messenger wire.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-017	Additional per ten (10) feet for installation of an aerial outdoor rated 12 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-018	Installation of an aerial outdoor rated 12 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (CG0124M1Y-DWB) outdoor rated 12 strand fiber optics cable single lashed to a messenger wire on an existing or new utility pole(s) and all parts and labor necessary for a complete installation. [Note: This unit price does not include the fiber connectors. Please include pricing for a cable that does have a messenger wire.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-019	Additional per ten (10) feet for installation of an aerial outdoor rated 12 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-020	Installation of an aerial outdoor rated 6 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (CG0064M1Y-DWB outdoor rated, 6 strand fiber optics cable single lashed to a messenger wire on an existing or new utility pole(s) and all parts and necessary labor for a complete installation. [Note: This unit price does not include the fiber connectors. Please include pricing for a cable that does not have a messenger wire.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-021	Additional per ten (10) feet for installation of an aerial outdoor rated 6 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-022	Installation of an aerial outdoor rated 6 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (CG0064M1Y-DWB outdoor rated, 6 strand fiber optics cable single lashed to a messenger wire on an existing or new utility pole(s) and all parts and necessary labor for a complete installation. [Note: This unit price does not include the fiber connectors. Please include pricing for a cable that does have a messenger wire.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-023	Additional per ten (10) feet for installation of an aerial outdoor rated 6 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-024	Installation of an outdoor rated 12 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable in an underground conduit: (This unit price shall consist of the installation of 100 feet of a General (CG0124M1A-DWB) outdoor fiber optics cable in a 1" inner-duct in an existing underground conduit and all parts and necessary labor for a complete installation. [Note: This unit price does not include the fiber connectors.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-025	Additional per ten (10) feet for installation of an outdoor rated 12 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable in an underground conduit	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-026	Installation of an outdoor rated 48 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable in an underground conduit: (This unit price shall consist of the installation of 100 feet of a General (CG0484M1A-DWB) outdoor fiber optics cable in a 1" inner-duct in an existing underground conduit and all parts and necessary labor for a complete installation. [Note: This unit price does not include the fiber connectors.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-027	Additional per ten (10) feet for installation of an outdoor rated 48 strand 62.5/125µm FDDI Grade Multimode loose tube fiber optics cable in an underground conduit	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-028	Installation of a plenum rated LaserCore 150 Type 5M 50 micron Multimode tight buffered 12 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a (BG0121PNU) fiber optics cable in a 1" orange plenum rated innerduct and all parts and labor necessary for a complete installation. [Note: This unit price does not include fiber connectors])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-029	Additional per ten (10) feet for installation of a plenum rated LaserCore 150 Type 5M 50 micron Multimode tight buffered 12 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-030	Installation of an indoor/outdoor rated LaserCore 150 Type 5M 50 micron Multimode tight buffered 12 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a (BG0121ANU.BK) fiber optics cable in a 1" orange plenum rated inner-duct and all parts and labor necessary for a complete installation. [Note: This unit price does not include fiber connectors])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-031	Additional per ten (10) feet for installation of an indoor/outdoor rated LaserCore 150 Type 5M 50 micron Multimode tight buffered 12 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-032	Installation of an aerial outdoor rated LaserCore 150 Type 50µm Multimode loose tube 12 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (BG01241Y-DWB) outdoor rated 12 strand fiber optics cable single lashed to a messenger wire on an existing or new utility pole(s) and all parts and labor necessary for a complete installation. [Note: This unit price does not include the fiber connectors. Please provide pricing for a cable that does not have a messenger wire.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-033	Additional per ten (10) feet for installation of an aerial outdoor rated LaserCore 150 Type 50µm Multimode loose tube 12 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%

UC-ISPM-034	Installation of an aerial outdoor rated LaserCore 150 Type 50µm Multimode loose tube 12 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (BG01241Y-DWB) outdoor rated 12 strand fiber optics cable single lashed to a messenger wire on an existing or new utility pole(s) and all parts and labor necessary for a complete installation. [Note: This unit price does not include the fiber connectors. Please provide pricing for a cable that does have a messenger wire.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-035	Additional per ten (10) feet for installation of an aerial outdoor rated LaserCore 150 Type 50µm Multimode loose tube 12 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-036	Installation of an outdoor rated LaserCore 150 Type 50 50µm Multimode loose tube 12 strand fiber optics cable in an underground conduit: (This unit price shall consist of the installation of 100 feet of a General (BG0124M1A-DWB) outdoor fiber optics cable in a 1" inner-duct in an existing underground conduit and all parts and necessary labor for a complete installation. [Note: This unit price does not include the fiber connectors.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-037	Additional per ten (10) feet for installation of an outdoor rated LaserCore 150 Type 50 50µm Multimode loose tube 12 strand fiber optics cable in an underground conduit	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-038	Installation of an outdoor rated LaserCore 150 Type 50 50µm Multimode loose tube 48 strand fiber optics cable in an underground conduit: (This unit price shall consist of the installation of 100 feet of a General (BG048M1A-DWB) outdoor fiber optics cable in a 1" innerduct in an existing underground conduit and all parts and necessary for a complete installation. [Note: This unit price does not include fiber connectors])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-039	Additional per ten (10) feet for installation of an outdoor rated LaserCore 150 Type 50 50µm Multimode loose tube 48 strand fiber optics cable in an underground conduit	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-040	Installation of a plenum rated LightScope ZWP Type 8W Singlemode tight buffered 6 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (AP0061PNU) fiber optics cable in a 1" orange plenum rated inner-duct and all parts and labor necessary for a complete installation. [Note: This unit price does not include fiber connectors])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-041	Additional per ten (10) feet for installation of a plenum rated LightScope ZWP Type 8W Singlemode tight buffered 6 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-042	Installation of an indoor/outdoor rated LightScope ZWP Type 8W Singlemode tight buffered 6 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (AP0061ANU.BK) fiber optics cable in a 1" orange plenum rated inner-duct and all parts and labor necessary for a complete installation. [Note: This unit price does not include fiber connectors])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-043	Additional per ten (10) feet for installation of an indoor/outdoor rated LightScope ZWP Type 8W Singlemode tight buffered 6 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-044	Installation of a plenum rated LightScope ZWP Type 8W Singlemode tight buffered 12 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (AP0121PNU) fiber optics cable in a 1" orange plenum rated inner-duct and all parts and labor necessary for a complete installation. [Note: This unit price does not include fiber connectors])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-045	Additional per ten (10) feet for installation of a plenum rated LightScope ZWP Type 8W Singlemode tight buffered 12 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-046	Installation of an indoor/outdoor rated LightScope ZWP Type 8W Singlemode tight buffered 12 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (AP0121ANU.BK) fiber optics cable in a 1" orange plenum rated inner-duct and all parts and labor necessary for a complete installation. [Note: This unit price does not include fiber connectors])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-047	Additional per ten (10) feet for installation of an indoor/outdoor rated LightScope ZWP Type 8W Singlemode tight buffered 12 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-048	Installation of an aerial outdoor-rated LightScope ZWP Type 8W Singlemode loose tube 12 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (AQ0124M1Y-DWB) outdoor rated 12 strand fiber optics cable single lashed to a messenger wire on an existing or new utility pole(s) and all parts and labor necessary for a complete installation. [Note: This unit price does not include the fiber connectors. Please provide pricing for a cable that does not have a messenger wire.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-049	Additional per ten (10) feet for installation of an aerial outdoor-rated LightScope ZWP Type 8W Singlemode loose tube 12 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-050	Installation of an aerial outdoor-rated LightScope ZWP Type 8W Singlemode loose tube 12 strand fiber optics cable: (This unit price shall consist of the installation of 100 feet of a General (AQ0124M1Y-DWB) outdoor rated 12 strand fiber optics cable single lashed to a messenger wire on an existing or new utility pole(s) and all parts and labor necessary for a complete installation. [Note: This unit price does not include the fiber connectors. Please provide pricing for a cable that does have a messenger wire.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-051	Additional per ten (10) feet for installation of an aerial outdoor-rated LightScope ZWP Type 8W Singlemode loose tube 12 strand fiber optics cable	30.00%	16.00%	12.50%	20.00%	23.00%

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	Installation of an outdoor rated LightScope ZWP Type 8W Singlemode loose tube 12 strand fiber optics cable in an underground conduit:					
UC-ISPM-052	(This unit price shall consist of the installation of 100 feet of a General (AQ0124M1A-DWB) outdoor fiber optics cable in a 1" inner-duct in an existing underground conduit and all parts and necessary labor for a complete installation. [Note: This unit price does not include the fiber connectors.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-053	Additional per ten (10) feet for installation of an outdoor rated LightScope ZWP Type 8W Singlemode loose tube 12 strand fiber optics cable in an underground conduit	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Rack Mount Fiber Enclosure:					
UC-ISPM-054	(This unit price shall consist of the installation of one (1) Panduit Rack Mount Fiber Enclosure (FRME1) and include all parts and labor necessary for a complete installation. [Note: This unit price does not include the installation of the fiber connectors. This price is to include FAP adapters. Please provide pricing for SC Simplex & Duplex as well as LC Simplex and Duplex.])	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Rack Mount Fiber Enclosure:					
UC-ISPM-055	(This unit price shall consist of the installation of one (1) Panduit Rack Mount Fiber Enclosure (FRME2) and include all parts and labor necessary for a complete installation. [Note: This unit price does not include the installation of the fiber connectors. This price is to include FAP adapters. Please provide pricing for SC Simplex & Duplex as well as LC Simplex & Duplex.])	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Wall Mount Fiber Enclosure:					
UC-ISPM-056	(This unit price shall consist of the installation of one (1) Panduit Wall Mount Fiber Center (FWME2) and include all parts and labor necessary for a complete installation. [Note: This unit price does not include the installation of the fiber connectors. This price is to include the FAP adapters. Please provide pricing for SC Simplex & Duplex as well as LC Simplex & Duplex.])	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Wall Mount Fiber Enclosure:					
UC-ISPM-057	(This unit price shall consist of the installation of one (1) Panduit Wall Mount Fiber Center (FWME4) and include all parts and labor necessary for a complete installation. [Note: This unit price does not include the installation of the fiber connectors. This price is to include the FAP adapters. Please provide pricing for the SC Simplex & Duplex as well as LC Simplex and Duplex.])	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) SC Duplex 62.5µm Multimode Fiber Optics Connector:					
UC-ISPM-058	(This unit price shall consist of the installation of one (1) Panduit SC Duplex Multimode Fiber Optics Connector (FSCDMC6BL) and all parts and labor necessary for a complete installation of fiber.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-059	Installation of one (1) SC Duplex 50µm Multimode Fiber Optics Connector: (This unit price shall consist of the installation of one (1) Panduit SC Duplex Multimode Fiber Optics Connector (FSCDMC5BL) and all parts and labor necessary for a complete installation of fiber.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-060	Installation of one (1) SC Simplex 62.5µm Multimode Fiber Optics Connector:	20 200/	40.000/	40.500/	20.00%	23.00%
UC-ISPINI-060	(This unit price shall consist of the installation of one (1) Panduit SC Duplex Multimode Fiber Optics Connector (FSCMC6BL) and all parts and labor necessary for a complete installation of fiber.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-061	Installation of one (1) SC Simplex 50µm Multimode Fiber Optics Connector: (This unit price shall consist of the installation of one (1) Panduit SC Duplex Multimode Fiber Optics Connector (FSCMC5BL) and all parts and labor necessary for a complete installation of fiber.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-062	Installation of one (1) LC Duplex 62.5µm Multimode Fiber Optics Connector: (This unit price shall consist of the installation of one (1) Panduit LC Duplex Multimode Fiber Optics Connector (FLCDMC6BLY) and all parts and labor necessary for a complete installation of fiber.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-063	Installation of one (1) LC Duplex 50µm Multimode Fiber Optics Connector: (This unit price shall consist of the installation of one (1) Panduit LC Duplex Multimode Fiber Optics Connector (FLCDMC5BLY) and all parts and labor necessary for a complete installation of fiber.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-064	Installation of one (1) LC Simplex 62.5µm Multimode Fiber Optics Connector: (This unit price shall consist of the installation of one (1) Panduit SC Simplex Multimode Fiber Optics Connector (FLCSMC6BLY)	30.00%	16.00%	12.50%	20.00%	23.00%
	and all parts and labor necessary for a complete installation of fiber.)					
UC-ISPM-065	Installation of one (1) LC Simplex 50µm Multimode Fiber Optics Connector: (This unit price shall consist of the installation of one (1) Panduit SC Simplex Multimode Fiber Optics Connector (FLCSMC5BLY) and all parts and labor necessary for a complete installation of fiber.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-066	Installation of one (1) SC Duplex Singlemode Fiber Optics Connector: (This unit price shall consist of the installation of one (1) Panduit SC Duplex Singlemode Fiber Optics Connector (2 @ FSCSCBU + FSCCLIP-L (duplex clip)) and all parts and labor necessary for a complete installation of fiber.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-067	Installation of one (1) SC Simplex Singlemode Fiber Optics Connector: (This unit price shall consist of the installation of one (1) Panduit SC Simplex Singlemode Fiber Optics Connector (FSCSCBU)	30.00%	16.00%	12.50%	20.00%	23.00%
	and all parts and labor necessary for a complete installation of fiber.)					
UC-ISPM-068	Installation of one (1) LC Simplex Singlemode Fiber Optics Connector: (This unit price shall consist of the installation of one (1) Panduit SC Simplex Singlemode Fiber Optics Connector (FLCSSCBUY) and all parts and labor necessary for a complete installation of fiber.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Standard Splice Tray for up to 12 ULTRAsplice mechanical splices:					
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UC-ISPM-069	(This unit price shall consist of providing and installing one (1) Standard Splice Tray for up to 12 ULTRAsplice mechanical splices (FOSMM) and all parts and labor necessary for a complete Installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Standard Splice Tray for up to 24 fusion splices with sleeve protection:					
UC-ISPM-070	(This unit price shall consist of providing and installing one (1) Standard Splice Tray for up to 24 fusion splices with sleeve protection (FOSMF) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Mini Splice Tray for up to 6 ULTRAsplice mechanical splices:					
UC-ISPM-071	(This unit price shall consist of providing and installing one (1) Mini Splice Tray for up to 6 ULTRAsplice mechanical splices (FSTK) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Mini Splice Tray for up to 6 ULTRAsplice mechanical splices for Wall Mount Enclousures:					
UC-ISPM-072	(This unit price shall consist of providing and installing one (1) Mini Splice Tray for up to 6 ULTRAsplice mechanical splices (FOSMWM) and all parts and labor necessary for a complete installation. Please verify part number with Panduit.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Mini Splice Tray for up to 12 fusion splices with sleeve protection:					
UC-ISPM-073	(This unit price shall consist of providing and installing one (1) Standard Splice Tray for up to 24 fusion splices with sleeve protection (FOSMF) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) mechanical fiber optic splice:					
UC-ISPM-074	(This unit price shall consist of providing and installing one (1) mechanical fiber optic splice and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) fusion splice:					
UC-ISPM-075	(This unit price shall consist of providing and installing one (1) fusion splice and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	GROUP TWO - VOICE COMPONENTS					
	Installation of one (1) Category 3 voice outlet:					
UC-ISPM-076	(This unit price shall consist of the installation of one (1) Panduit Category 3 module (CJ66UIW), one (1) Panduit Faceplate (CFPL4IW), three (3) Panduit blank modules (CMBIW-X), an average length of 200 feet of Commscope – Category 3 (3504CMPKBL) Blue jacketed cables and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Category 6 voice outlet:					
UC-ISPM-077	(This unit price shall consist of the installation of one (1) Panduit Category 6 module (CJ688TGOR), one (1) Panduit Faceplate (CFPL4IW), three (3) Panduit blank modules (CMBIW-X), an average length of 200 feet of General – Genspeed 6500 Category 6 White jacketed cables and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) dual Category 6 voice outlet:					
UC-ISPM-078	(This unit price shall consist of the installation of two (2) Panduit Category 6 modules (CJ688TOR), one (1) Panduit Faceplate (CFPL4IW), two (2) Panduit blank modules (CMBIW-X), two (2) average lengths of 200 feet of General – Genspeed 6500 Category 6 White jacketed cables and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of one (1) Panduit (CJ688TGOR) Category 6 voice jack:					
UC-ISPM-079		30.00%	16.00%	12.50%	20.00%	23.00%
	(This unit price shall consist of providing and installing one (1) Panduit (CJ688TGOR) voice jack on existing voice cabling.)					
	Installation of an Aerial outdoor rated, Category 3, 6 pair, voice cable:					
UC-ISPM-080	(This unit price shall consist of the installation of 100 feet of outdoor rated Category 3, 6 pair, black jacketed (Essex OSP 6PR PE89 or equivalent) voice cable lashed with galvanized wire to a messenger wire on an existing or new utility pole(s) and all parts and labor necessary for a complete installation. [Note: This unit price does not include the messenger wire. Please quote Armored Cable.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-081	Additional per ten (10) feet for installation of an Aerial outdoor rated, Category 3, 6 pair, voice cable	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of an outdoor rated, Category 3, 6 pair, voice cable:					
UC-ISPM-082	(This unit price shall include the installation of 100 feet of outdoor rated, Category 3, 6 pair, (Essex OSP 6PR PE89 or equivalent) voice tie-cable in an existing conduit and include all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-083	Additional per ten (10) feet for installation of an outdoor rated, Category 3, 6 pair, voice cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-084	Installation of an indoor, plenum rated Category 3, 25 pair UTP voice tie cable: (This unit price shall consist of the installation of 100 feet of plenum-rated, Category 3, 25 pair, white jacketed voice tie-cable	30.00%	16.00%	12.50%	20.00%	23.00%
	(Comtran #4765) and all parts and labor necessary for a complete installation.)					
UC-ISPM-085	Additional per ten (10) feet for installation of an indoor, plenum rated Category 3, 25 pair UTP voice tie cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-086	Installation of an Aerial outdoor rated, Category 3, 25 pair voice cable: (This unit price shall consist of the installation of 100 feet of outdoor rated Category 3, 25 pair, black jacketed (OSP 25PR PE89) voice cable lashed with galvanized wire to a messenger wire on an existing or new utility pole(s) and all parts and labor	30.00%	16.00%	12.50%	20.00%	23.00%
00-13F1VI-000	necessary for a complete installation. [Note: This unit price does not include the messenger wire. Please quote Armored					
	Cable.])	00.000/	10.000/	40.500/	22.222/	00.000/
UC-ISPM-087		30.00%	16.00%	12.50%	20.00%	23.00%

UC-ISPM-089	Additional per ten (10) feet for installation of an outdoor rated, Category 3, 25 pair, 24 AWG voice tie cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-090	Installation of an indoor, plenum rated, Category 3, 50 pair, UTP voice tie cable: (This unit price shall consist of the installation of 100 feet of plenum-rated, Category 3, 50 pair, white jacketed voice tie-cable (Comtran #4766 White) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-091	Additional per ten (10) feet for installation of an indoor, plenum rated, Category 3, 50 pair, UTP voice tie cable	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of an outdoor rated, Category 3, 50 pair, voice tie cable:					
UC-ISPM-092	(This unit price shall include the installation of 100 feet of outdoor rated, Category 3, 50 pair, (OSP 50PR PE89) voice tie-cable in an existing conduit and include all parts and labor necessary for a complete installation. Please quote Armored Cable.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-093	Additional per ten (10) feet for installation of an outdoor rated, Category 3, 50 pair, voice tie cable	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of an indoor, plenum rated, Category 3, 100 pair, 24 UTP voice tie cable:					
UC-ISPM-094	(This unit price shall consist of the installation of 100 feet of plenum-rated, Category 3, 100 pair, white jacketed voice tie-cable (Comtran #4769 White) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-095	Additional per ten (10) feet for installation of an indoor, plenum rated, Category 3, 100 pair, 24 UTP voice tie cable	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of an outdoor rated, Category 3, 100 pair, voice tie cable:					
UC-ISPM-096	(This unit price shall include the installation of 100 feet of outdoor rated, Category 3, 100 pair, 24 AWG (Essex OSP 100PR PE89 or equivalent) voice tie-cable in an existing conduit and include all parts and labor necessary for a complete installation. Please quote Armored Cable.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-097	Additional per ten (10) feet for installation of an outdoor rated, Category 3, 100 pair, voice tie cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-098	Installation of one (1) 96-pair Category 6 punchdown base field termination kit with legs (110 wiring block): (This unit price shall include the installation of one (1) Panduit 96-Pair Category 6 punchdown base field termination kit with legs (GPKBW24Y) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-099	Installation of one (1) 288-pair Category 6 punchdown base field termination kit with legs (110 wiring block): (This unit price shall include the installation of one (1) Panduit 288-Pair Category 6 punchdown base field termination kit with legs (GPKBW72Y) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-100	Installation of one (1) pair of cross-connect wires: (This unit price shall consist of the installation of one (1) pair of Category 3 cross-connect wires from a demarcation block to an adjacent punchdown base or S66 Wiring Block.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-101	Installation of one (1) 6-pair Protector: (This unit price shall consist of the installation of one (1) 6-pair protector (#1880ENA1/NSC-6 Circa w/ gas modules) and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-102	Installation of one (1) 25-pair Protector: (This unit price shall consist of the installation of one (1) 25-pair protector (#1880ECA1-25G Circa w/ gas modules) and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-103	Installation of one (1) 50-pair Protector: (This unit price shall consist of the installation of one (1) 50-pair protector (#1880ECA1-50G Circa w/ solid state modules) and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-104	Installation of one (1) 100-pair Protector: (This unit price shall consist of the installation of one (1) 100-pair protector (#1880ECA1-100G Circa) and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-105	Installation of one (1) external ringer: (This unit price shall consist of providing and installing an external ringer (Wheelock Telbell #TB-593 or DEES Communications Stinger90, Model 196) and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	GROUP THREE - VIDEO COMPONENTS					
UC-ISPM-106	Installation of one (1) Video Drop: (This unit price shall consist of the installation of one (1) plenum rated, RG6 coaxial cable (CommScope # 2279V) at an average length of 100 feet from an existing video tap and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-107	Installation of an RG6 Connector: (This unit price shall consist of providing and installing one (1) Panduit RG6 connector (CMFIW) and all parts and labor for a complete installation	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-108	Installation of OSP RG6 Coaxial Cable: (This unit price shall consist of the installation of 100 feet of outdoor-rated RG6 coaxial cable (CommScope # 5728) and all necessary parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-109	Additional per ten (10) feet for installation of OSP RG6 Coaxial Cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-110	Installation of Plenum-Rated RG-11 Coaxial Cable: (This unit price shall consist of the installation of 100 feet of plenum-rated RG11 coaxial cable (CommScope # 2285K) and all	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-111	parts and labor for a complete installation.) Additional per ten (10) feet for installation of Plenum-Rated RG-11 Coaxial Cable	30.00%	16.00%	12.50%	20.00%	23.00%
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LIC ISDM 440	Installation of Outdoor-Rated RG-11 Coaxial Cable:	20.000/	16 000/	12 500/	20.000/	22.000/
UC-ISPM-112	(This unit price shall consist of the installation of 100 feet of outdoor-rated RG11 coaxial cable (CommScope # 5914) and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-113	Additional per ten (10) feet for installation of Outdoor-Rated RG-11 Coaxial Cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-114	Installation of Plenum-Rated .500 Coaxial Cable: (This unit price shall consist of the installation of 100 feet of plenum-rated .500 coaxial cable (CommScope # 2312K) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-115	Additional per ten (10) feet for installation of Plenum-Rated .500 Coaxial Cable	30.00%	16.00%	12.50%	20.00%	23.00%
00 101 111 110	Installation of Outdoor-Rated .500 Coaxial Cable:	00.0070	10.0070	12.0070	20.0070	20.0070
UC-ISPM-116	(This unit price shall consist of the installation of 100 feet of outdoor-rated .500 coaxial cable (CommScope # P3500 JCASS) and all necessary parts and labor required for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-117	Additional per ten (10) feet per installation of Outdoor-Rated .500 Coaxial Cable	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-118	Installation of a RG 6 or a RG 11 Coaxial Protector: (This unit price shall consist of the installation of an RG 6 or RG 11 coaxial protector and all necessary parts and labor required for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-119	Installation of a .500 Coaxial Connector: (This unit price shall include the installation and providing of (1) .500 coax connector (Gilbert # GRS-500-CHDU-03 or equivalent) with all parts and labor necessary to provide a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-120	Installation of a .500 Hard-line Terminator: (This unit price shall include the installation and providing of (1) .500 hard-line terminator (Gilbert # GRS-500TRETR-DU-03 or equivalent) with all parts and labor necessary to provide a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-121	Installation of a .500 Coaxial Splice Connector: (This unit price shall consist of the installation and providing of (1) .500 coaxial splice connector (Gilbert # GRS-500-5PDU-03 or equivalent) with all parts and labor necessary to provide a Complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-122	Installation of .500 Coaxial Protector: (This unit price shall consist of the installation of a .500 coaxial protector (CS-3009) and all necessary parts and labor required for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-123	Installation of a .500 Coaxial to an "F" type Male Connector: (This unit price shall include the installation and providing of (1) .500 coaxial to an "F" type male connector (Gilbert # GRS-500-AFM-DU-03 or equivalent) with all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-124	Installation of a .500 Coaxial to an "F" type Female Connector: (This unit price shall include the installation and providing of (1) .500 coaxial to an "F" type female connector (Gilbert # GRS-500-BAFF-DU-03 or equivalent) with all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-125	Installation of a .500 Coaxial Housing to Housing Connector: (This unit price shall consist of the installation and providing of (1) .500 coaxial housing to housing connector (Gilbert # G-KS-KS M-NR or equivalent) with all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of a .500 Coaxial End of Line Tap Terminator:					
UC-ISPM-126	(This unit price shall consist of the installation and providing of (1) .500 coaxial end of line terminator (Gilbert # GTR-M or equivalent) with all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-127	Installation of a 4-port tap: (This unit price shall consist of the installation of a Blonder-Tongue 4-port tap (DMT1000-4) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-128	Installation of an 8-port tap: (This unit price shall consist of the installation of a Blonder-Tongue 8-port tap (DMT1000-8) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-129	Installation of a Notch Channel Filter: (This unit price shall consist of the installation of one (1) Microwave Filter Co. Notch Channel Filter (7964-64/70) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-130	Installation of a Broadband Distribution Amplifier: (This unit price shall consist of the installation of a Blonder-Tongue Broadband Distribution Amplifier (BIDA-75A-43) 49 -750 MHz, 43dB gain with integrated active return path and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-131	Installation of a Unidirectional Launch Amplifier: (This unit price shall consist of the installation of a Blonder-Tongue Unidirectional Amplifier (BIDA-750-30) 50 -750 MHz, 31dB gain with integrated active return path and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-132	Installation of a Frequency Agile Modulator: (This unit price shall consist of the installation of a Blonder-Tongue Frequency Agile Modulator (AM60-550B) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-133	Installation of a 12 Input Combiner: (This unit price shall consist of the installation of a Blonder-Tongue 12 port Combiner (OC12D) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%

Intelligation of a Frequency Agin Channel Processor (AF 00 500 N or 500 N or 10 0 N						1	
APC-07T T3 and a jets and a jet	110 1051 107	Installation of a Frequency Agile Channel Processor:	00.000/	40.000/	40.500/	00.000/	00.000/
Company 15 Comp	UC-ISPM-134	AP-OPT 17) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
Section Sect		, , ,					
Installation of a Calebing for a Known card reader.	UC-ISPM-135	550B with Option 4) and all parts and labor necessary for a complete installation. Typical installation will require bolting the	30.00%	16.00%	12.50%	20.00%	23.00%
Installation of a Calebing for a Known card reader.		GROUP FOUR - MISC COMPONENTS					
UC-ISPN-148 This installation shall constant of providing and installing a plenum-rated 4-constantor 22 AVIS contral shedded cable (ComTran # 30,00% 16,00% 12,50% 20,00% 20,00% 20,00% 10,00% 17,							
Institution of plenum-rated intercom Cabling Institution of period in the cabling of providing and institution of plenum-rated intercom Cabling Institution of period dependent intercom Cabling Institution of period intercom Cabling Institution of period cabling in an underground conduit Institution	UC-ISPM-136	(This installation shall consist of providing and installing a plenum-rated 4-conductor 22 AWG overall shielded cable (ComTran #	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPN-143 This unit price shall consist of provinging and installing a gray packed pierum-nared 3-conductor (red, black & white) 22 AWG with statistics of consist control (red, black & white) 22 AWG with statistics of careful color (red, black & white) 22 AWG with statistics of careful color restal intercon Cabing: UC-ISPN-140 This unit price shall consist of provinging and installing an area in subtractive 24 AWG shaleded intercon cable (red, black & color AVE 1935-50) and part is shall control (red, black & color receivance) for a complete installation of particular price will supply and applies and bloom receivancy for a complete installation of particular price will supply and applies and bloom receivancy for a complete installation based on a length of 100 feet, (New: This unit price does not include the messenger wire.) UC-ISPN-140 Installation of particular price will supply and applies and bloom receivancy for a complete installation based on a length of 100 feet, (New: This unit price does not include the messenger wire.) UC-ISPN-140 Installation of particular particular price will be price for installation of article of ordinary price will be price for installation and particular price will be price for installation and price of particular particular price will be price for installation and particular price will be price will be price will be price will be price for installation and particular price will be price will b	UC-ISPM-137	Additional per ten (10) feet for installation of a Cabling for a Kronos card reader	30.00%	16.00%	12.50%	20.00%	23.00%
with shaled intercoon cable (West Pennif 28329) based on an awerage length of 175 feet.) UC-ISPN-130 (Intercoon Cabling: UC-ISPN-140 (The unit prince that content of princing and intesting an extent of princing and intesting and intesting and intesting an extent of princing and intesting and intesting and intesting an extent of princing and intesting and intertion and intesting and interti		Installation of plenum-rated Intercom Cabling:					
U.C.ISPM-14 U.C.ISPM-14 U.C.ISPM-15 U.C.ISPM-16 U.C.ISPM-16 U.C.ISPM-16 U.C.ISPM-16 U.C.ISPM-17 U.C.ISPM-17 U.C.ISPM-17 U.C.ISPM-18	UC-ISPM-138		30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-140 (This unit price shall consist of providing and installing an aerial outdoor-rated 3-conductor 22 AWG shielded intercom cable (losteet X42150-30-30) registable to a messenger wire or an existing or new utility pole(s) and all parts and abor necessary for a complete installation based on a length of 100 lets (Lybde 17-bits unit price deep can include the messenger wire.) 30,00% 16,00% 12,50% 20,00% 23,00% 100-100-100-100-100-100-100-100-100-100	UC-ISPM-139	Additional per ten (10) feet for installation of plenum-rated Intercom Cabling	30.00%	16.00%	12.50%	20.00%	23.00%
(Isotect AVX1503-50) angle lashed to a messenger wire on an existing pole(s) and all parts and labor necessary for a complete installation based on a length of 100 feet, (IbcTisuut price obseed not include the messenger wire.)		Installation of aerial outdoor-rated Intercom Cabling:					
Installation of outdoor-readed Intercom Cabling in an underground conduit:	UC-ISPM-140	(Isotec# X421503-50) single lashed to a messenger wire on an existing or new utility pole(s) and all parts and labor necessary	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-142 Clinic unit price shall consist of providing and installing an outdoor-rated 3-conductor 22 AWG shelded intercom cable (solvest X2 1953-50) in un underground conduit and all parts and abor necessary for a complete installation based on a length of 100 feet. [Note: This sunt price does not include the messenger wice.]) UC-ISPM-144 Additional per ten (10) feet for installation of outdoor-rated intercom cabling in an underground conduit 30,00% 16,00% 12,50% 20,00% 23,00% UC-ISPM-144 Additional per ten (10) feet for installation of Data, Volce, Video, PA system or Intercom system indoor Cabling: UC-ISPM-146 (This unit price shall consist of the renewal a single did scable (Fibro-Optic, Cat 5, Cat 5, Cat 5, or a single volice cable (Cat 3) or video cable (R5 6), R6 6 or R611 coaxial) from the point of termination back to its source (patch panel, Pcblock, punch block, tap, Volce, Video, PA system or Intercom system indoor Cabling Source (Price of Cat 5) or a single volice cable (Cit 3) or video cable (R5 65), R6 6 or R611 coaxial) from the point of termination back to its source (patch panel, Pcblock, punch block, tap, Volce, Video, PA system or Intercom system indoor Cabling Source (Price of Cat 5) or a single volice cable (Cit 3) or video cable (R5 65), R6 6 or R611 coaxial) from the point of termination back to its source (patch panel, Pcblock, punch block, tap, tab., based on a length of 100 feet). UC-ISPM-147 Additional per ten (10) feet for removal or Data, Volce, Video, PA system or Intercom system Indoor Cabling Source Cat 5, or Source (Patch panel, Pcblock, punch block, tap, tab., based or a length of 100 feet). UC-ISPM-149 Additional per ten (10) feet for removal or Data, Volce, Video, PA system or Intercom system Outdoor Cabling Source cable (R5 6) R6 6 or R611 coaxial) from the point of termination back to its source (patch panel, Pcblock, punch block, tap, tab., based can be larged the cable (Fiber Optic, Cat 5, Cat 5, Cat 5, Cat 5, Cat 5, Cat 5,	UC-ISPM-141	Additional per ten (10) feet for installation of aerial outdoor-rated Intercom Cabling	30.00%	16.00%	12.50%	20.00%	23.00%
Exercise (Note: This unit price does not full unit price does not include the message wive.) UCJSPM-144 Additional per ten (19) feet for installation of a single data cable (Fiber Optic, Cat 5, Cat 56, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet.) UCJSPM-145 Additional per ten (19) feet for receivation of a single data cable (Fiber Optic, Cat 5, Cat 56, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet.) UCJSPM-146 Removal of Data, Voice, Video, PA system or Intercom system Indoor Cabling: UCJSPM-147 Additional per ten (19) feet for removal a single data cable (Fiber Optic, Cat 5, Cat 56, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet.) UCJSPM-148 UCJSPM-149 UCJSPM-149 Additional per ten (19) feet for removal a single data cable (Fiber Optic, Cat 5, Cat 56, or Cat 6) or a single voice cable (Cat 3) or video cable (NG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet.) UCJSPM-149 UCJSPM-149 UCJSPM-149 UCJSPM-149 UCJSPM-149 ID Additional per ten (19) feet for removal a single data cable (Fiber Optic, Cat 5, Cat 56, or Cat 5) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet.) UCJSPM-149 UCJSPM-149 UCJSPM-149 ID Additional per ten (19) feet for removal a single data cable (Fiber Optic, Cat 5, Cat 56, or Cat 5) or a single voice cable (Cat 30, o		Installation of outdoor-rated Intercom Cabling in an underground conduit:					
Relocation of Data, Voice, Video, PA system or Intercom system indoor Cabling:	UC-ISPM-142	X421503-50) in an underground conduit and all parts and labor necessary for a complete installation based on a length of 100	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-145 UC-ISPM-146 UC-ISPM-146 UC-ISPM-147 UC-ISPM-146 UC-ISPM-146 UC-ISPM-146 UC-ISPM-146 UC-ISPM-147 UC-ISPM-146 UC-ISPM-147 UC-ISPM-146 UC-ISPM-147 UC-ISPM-146 UC-ISPM-147 UC-ISPM-147 UC-ISPM-147 UC-ISPM-148 UC-ISPM-148 UC-ISPM-148 UC-ISPM-148 UC-ISPM-148 UC-ISPM-149 UC-ISPM-150 UC-ISPM-149 UC-ISPM-150 UC-IS	UC-ISPM-143	Additional per ten (10) feet for installation of outdoor-rated Intercom Cabling in an underground conduit	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-145 Additional per ten (10) feet for relocation of Data, Voice, Video, PA system or Intercom system Indoor Cabling UC-ISPM-146 UC-ISPM-146 UC-ISPM-147 Additional per ten (10) feet for removal a single data cable (Fiber Optic, Cat 5, Cat 55, or Cat 6,) or a single voice cable (Cat 3) or video cable (RG 95, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet. UC-ISPM-147 Additional per ten (10) feet for removal a Single data cable (Fiber Optic, Cat 5, Cat 55, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 95, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet. UC-ISPM-148 UC-ISPM-149 Additional per ten (10) feet for removal a Single data cable (Fiber Optic, Cat 5, Cat 55, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet. UC-ISPM-149 Additional per ten (10) feet for removal of Data, Voice, Video, PA system or Intercom system Outdoor Cabling Installation of an Outdoor Speaker: (This installation shall consist of providing and installing an outdoor speaker, grille and housing (6° speaker Companyl JCBWP-57-250), grille: Lovell #SGLK-8l. housing: Lovell # GB84) and all parts and labor for a complete installation.) UC-ISPM-150 UC-ISPM-151 UC-ISPM-152 UC-ISPM-152 UC-ISPM-153 Installation of one (1) 24" x 24" x 24" Cube-IT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-IT Plus Wall-Mount Cabinet (#11840-724) and all parts and labor necessary for a complete installation.) UC-ISPM-153 UC-ISPM-154 UC-ISPM-155 Installation of one (1) 24" x 24" x 24" Cube-IT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and i	UC-ISPM-144	(This unit price shall consist of the relocation of a single data cable (Fiber Optic, Cat 5, Cat 5E, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block,	30.00%	16.00%	12.50%	20.00%	23.00%
Removal of Data, Voice, Video, PA system or Intercom system Indoor Cabling: ChisPM-146 (This unit price shall consist of the removal a single data cable (Fiber Optic, Cat 5, Cat 5E, or Cat 6, or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap., etc) based on a length of 100 feet.) UC-ISPM-147 Additional per tent (10) feet for removal of Data, Voice, Video, PA system or Intercom system Indoor Cabling: UC-ISPM-148 Removal of Data, Voice, Video, PA system or Intercom system Indoor Cabling: UC-ISPM-148 Removal of Data, Voice, Video, PA system or Intercom system Outdoor Cabling: UC-ISPM-149 Additional per tent (10) feet of the removal a single data cable (Fiber Optic, Cat 5, Cat 5E, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap., etc) based on a length of 100 feet.) UC-ISPM-149 Additional per tent (10) feet for removal of Data, Voice, Video, PA system or Intercom system Outdoor Cabling 30.00% 16.00% 12.50% 20.00% 23.00%	UC-ISPM-145		30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-148 This unit price shall consist of the removal a single data cable (Fiber Optic, Cat 5, Cat 5E, or Cat 6), or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, lap, etc) based on a length of 100 feet.) UC-ISPM-147 Additional per ten (10) feet for removal of Data, Voice, Video, PA system or Intercom system Indoor Cabling: UC-ISPM-148 This unit price shall consist of the removal a single data cable (Fiber Optic, Cat 5, Cat 5E, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, lap, etc) based on a length of 100 feet.) UC-ISPM-149 UC-ISPM-149 UC-ISPM-150 This installation of an Outdoor Speaker: UC-ISPM-150 Installation of one (1) 24" x 24" x 24"Cube-iT Plus Wall-Mount Cabinet (#1180-TPlus Wall-M							
Removal of Data, Voice, Video, PA system or Intercom system Outdoor Cabling: UC-ISPM-148 This unit price shall consist of the removal a single data cable (Fiber Optic, Cat 5, Cat 55, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 58, RG 6 or RG1 for Caoxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet.) UC-ISPM-149 Additional per ten (10) feet for removal of Data, Voice, Video, PA system or Intercom system Outdoor Cabling Installation of an Outdoor Speaker: UC-ISPM-150 Installation of an Outdoor Speaker: (This installation shall consist of providing and installing an outdoor speaker, grille and housing (8" speaker: Misco Minneapolis Speaker Company# JC8WP-51-2570, grille: Lowell #SQLK-8L housing: Lowell #CB84) and all parts and labor necessary for a complete installation.) UC-ISPM-151 Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-724) and all parts and labor necessary for a complete installation.) UC-ISPM-152 Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) and all parts and labor necessary for a complete installation.) UC-ISPM-153 Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) UC-ISPM-154 Installation of one (1) 24" x 48" x 24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and all pa	UC-ISPM-146	(This unit price shall consist of the removal a single data cable (Fiber Optic, Cat 5, Cat 5E, or Cat 6,) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-148 (This unit price shall consist of the removal a single data cable (Fiber Optic, Cat 5, Cat 5E, or Cat 6) or a single voice cable (Cat 3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch block, tap, etc) based on a length of 100 feet.) UC-ISPM-149 Additional per ten (10) feet for removal of Data, Voice, Video, PA system or Intercom system Outdoor Cabling Installation of an Outdoor Speaker. (This installation of an Outdoor Speaker. (This installation shall consist of providing and installing an outdoor speaker, grille and housing (8' speaker: Misco Minneapolis Speaker Company# JC8WP-5T-2570, grille: Lowell #SQLK-8L housing: Lowell #CB84) and all parts and labor necessary for a complete installation.) Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-724) and all parts and labor necessary for a complete installation.) Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) and all parts and labor necessary for a complete installation.) UC-ISPM-150 Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) UC-ISPM-154 Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet wit	UC-ISPM-147	Additional per ten (10) feet for removal of Data, Voice, Video, PA system or Intercom system Indoor Cabling	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-149 UC-ISPM-149 UC-ISPM-149 Additional per ten [10] feet for removal of Data, Voice, Video, PA system or Intercom system Outdoor Cabling UC-ISPM-150 Installation of one (1) 24" x 24" x 24" Cube-IT Plus Wall-Mount Cabinet with a metal door: UC-ISPM-150 UC-ISPM-150 UC-ISPM-150 UC-ISPM-150 Installation of one (1) 24" x 24" x 24" Cube-IT Plus Wall-Mount Cabinet with a Plexiglass door: UC-ISPM-150 UC-ISPM-150 Installation of one (1) 24" x 24" x 24" Cube-IT Plus Wall-Mount Cabinet with a Plexiglass door: UC-ISPM-150 Installation of one (1) 24" x 24" x 24" Cube-IT Plus Wall-Mount Cabinet with a Plexiglass door: UC-ISPM-150 Installation of one (1) 24" x 24" x 24" Cube-IT Plus Wall-Mount Cabinet with a Plexiglass door: UC-ISPM-150 Installation of one (1) 24" x 24" x 24" Cube-IT Plus Wall-Mount Cabinet with a Plexiglass door: UC-ISPM-150 Installation of one (1) 24" x 48" x 24" Cube-IT Plus Wall-Mount Cabinet (#11900-724) and all parts and labor necessary for a complete installation.) UC-ISPM-150 Installation of one (1) 24" x 48" x 24" Cube-IT Plus Wall-Mount Cabinet (#11900-724) and all parts and labor necessary for a complete installation.) UC-ISPM-150 Installation of one (1) 24" x 48" x 24" Cube-IT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-IT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) UC-ISPM-150 Installation of one (1) 24" x 48" x 24" Cube-IT Plus Wall-Mount Cabinet with a Plexiglass door: UC-ISPM-150 Installation of one (1) 24" x 48" x 24" Cube-IT Plus Wall-Mount Cabinet (#11900-748) and all parts and labor necessary for a complete installation.)		Removal of Data, Voice, Video, PA system or Intercom system Outdoor Cabling:					
Installation of an Outdoor Speaker: UC-ISPM-150 Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) and all parts and labor necessary for a complete installation.) UC-ISPM-151 UC-ISPM-152 Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) and all parts and labor necessary for a complete installation.) UC-ISPM-152 UC-ISPM-153 Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) and all parts and labor necessary for a complete installation.) UC-ISPM-153 Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) UC-ISPM-154 UC-ISPM-154 UC-ISPM-154 UC-ISPM-154 Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and all parts and labor necessary for a complete installation.) UC-ISPM-154 UC-ISPM-154 Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and all parts and labor necessary for a complete installation.)	UC-ISPM-148	3) or video cable (RG 59, RG 6 or RG11 coaxial) from the point of termination back to its source (patch panel, r-block, punch	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-150 (This installation shall consist of providing and installing an outdoor speaker, grille and housing (8" speaker: Misco Minneapolis Speaker Company# JC8WP-5T-2570, grille: Lowell #SQLK-8L housing: Lowell # CB84) and all parts and labor for a complete installation.) UC-ISPM-151 (This unit price shall consist of providing and installing one (1) 24" klph CPI Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-724) and all parts and labor necessary for a complete installation.) (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) and all parts and labor necessary for a complete installation.) (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) and all parts and labor necessary for a complete installation.) (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) (UC-ISPM-154) (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) (UC-ISPM-154) (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) (UC-ISPM-154) (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and all parts and labor necessary for a complete installation.)	UC-ISPM-149	Additional per ten (10) feet for removal of Data, Voice, Video, PA system or Intercom system Outdoor Cabling	30.00%	16.00%	12.50%	20.00%	23.00%
Speaker Company# JC8WP-5T-2570, grille: Lowell #SQLK-8L housing: Lowell # CB84) and all parts and labor for a complete installation.) UC-ISPM-151 Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a metal door:		•					
UC-ISPM-151 Chis unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-724) and all parts and labor necessary for a complete installation.) UC-ISPM-152 Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: Chis unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) 30.00% 16.00% 12.50% 20.00% 23.00%	UC-ISPM-150	Speaker Company# JC8WP-5T-2570, grille: Lowell #SQLK-8L housing: Lowell # CB84) and all parts and labor for a complete	30.00%	16.00%	12.50%	20.00%	23.00%
all parts and labor necessary for a complete installation.) UC-ISPM-152 UC-ISPM-152 UC-ISPM-154 Installation of one (1) 24" x 24" x 24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 24" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) UC-ISPM-153 Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a metal door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a metal door: UC-ISPM-154 Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and all parts and labor necessary for a complete installation.) UC-ISPM-154 Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and all parts and labor necessary for a complete installation.)		Installation of one (1) 24" x 24" x 24"Cube-iT Plus Wall-Mount Cabinet with a metal door:					
UC-ISPM-152 (This unit price shall consist of providing and installing one (1) 24 " high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724) 30.00% 16.00% 12.50% 20.00% 23.00% 23.00% and all parts and labor necessary for a complete installation.) UC-ISPM-153 (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) UC-ISPM-154 (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: UC-ISPM-154 (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and all parts and labor necessary for a complete installation.)	UC-ISPM-151	all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-153 (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and all parts and labor necessary for a complete installation.) Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and all parts and labor necessary for a complete installation.)	UC-ISPM-152	(This unit price shall consist of providing and installing one (1) 24 " high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-724)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-154 Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and all parts and labor necessary for a complete installation.)	UC-ISPM-153	(This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11840-748) and	30.00%	16.00%	12.50%	20.00%	23.00%
Installation of one (1) Cube-iT Fan Kit:	UC-ISPM-154	Installation of one (1) 24" x 48" x24" Cube-iT Plus Wall-Mount Cabinet with a Plexiglass door: (This unit price shall consist of providing and installing one (1) 48" high CPI Cube-iT Plus Wall-Mount Cabinet (#11900-748) and	30.00%	16.00%	12.50%	20.00%	23.00%
		Installation of one (1) Cube-iT Fan Kit:					

UC-ISPM-155	(This unit price shall consist of proving and installing a CPI Cube-iT fan kit (#12804-701) and all parts and labor necessary for a	30.00%	16.00%	12.50%	20.00%	23.00%
	complete installation)					
UC-ISPM-156	Installation of one (1) Cube-iT Fan Filter Kit: (This unit price shall consist of proving and installing a CPI Cube-iT fan filter kit (#12805-701) and all parts and labor necessary for a complete installation)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-157	Installation of one (1) Cube-iT Power Strip: (This unit price shall consist of proving and installing a CPI Cube-iT Power Strip (#12820-703) and all parts and labor necessary for a complete installation)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-158	Installation of one (1) Cube-iT 15" Deep Shelf: (This unit price shall consist of proving and installing a CPI Cube-iT 15" deep shelf (#40074-700) and all parts and labor necessary for a complete installation)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-159	Installation of one (1) Wall Mount Enclosure: (This unit price shall consist of the installation of one (1) CPI Wall Mount Enclosure (#11685-719) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-160	Installation of one (1) Wall Mount Rack: (This unit price shall consist of the installation of one (1) 35" tall 19" wide 18" deep wall mount rack (CPI #11348-719) or equivalent and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-161	Installation of one (1) Floor Mount Rack: (This unit price shall consist of the installation of one (1) Panduit 7 ft. x 19 inch Floor Mount Rack (CMR19X84) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-162	Installation of one (1) 4 Post Floor Mount Rack: (This unit price shall consist of the installation of one (1) Panduit 7 ft. x 23.3" inch 4 Post Floor Mount Rack (CMR4P84) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-163	Installation of one (1) Vertical Cable Management: (This unit price shall consist of the installation of one (1) Panduit 83.9"H x 6.0"W x 16.4."D vertical cable management rack (PRV6 / PRD6) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-164	Installation of a 1RMS Rack Mount Cable Manager: (This unit price shall consist of the installation of one (1) Panduit PatchLink Horizontal Cable Manager (WMPH1E) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-165	Installation of a 2RMS Rack Mount Cable Manager: (This unit price shall consist of the installation of one (1) Panduit PatchLink Horizontal Cable Manager (WMPH2E) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-166	Installation of one (1) Floor Mount Cabinet: (This unit price shall consist of the installation of one (1) CPI MegaFrame Cabinet (M1030-712), and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-167	Installation of one (1) Floor Mount Open Frame: (This unit price shall consist of the installation of one (1) CPI Frame Only (M1045-102), and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-168	Installation of Telco-type Cable Runway: (This unit price shall consist of the installation of 10 foot of 12 inch wide cable runway (CPI #10250-712) or equivalent) and parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-169	Installation of a Ladder Rack Butt Splice: (This unit price shall consist of the installation of a ladder rack butt-splice (CPI #11301-701 or equivalent) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-170	Installation of a Ladder Rack Junction Splice: ((This unit price shall consist of the installation of a ladder rack junction splice (CPI #11302-701 or equivalent) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-171	Installation of a Ladder Rack Vertical Wall Bracket: (This unit price shall consist of the installation of a ladder rack vertical wall bracket (CPI #10608-001 or equivalent) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-172	Installation of a Ladder Rack Wall Angle Support: (This unit price shall consist of the installation of a ladder rack wall angle support (CPI #11421-712 or equivalent) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-173	Installation of a Ladder Rack Triangular Support Bracket: (This unit price shall consist of the installation of a ladder rack butt-splice (CPI #11312-712 or equivalent) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-174	Installation of a Rack-to-Runway Mounting Plate: (This unit price shall consist of the installation of a ladder rack butt-splice (CPI #10595-712 or equivalent) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of 10' of 12" wide Wiremold FieldMate Wire Basket Cable Tray:					

UC-ISPM-175	(This unit price shall consist of providing and installing 10' of 12" wide Wiremold FieldMate wire basket cable tray (Wiremold #	30.00%	16.00%	12.50%	20.00%	23.00%
	WB10EG0412) and all parts and labor necessary for a complete installation.)					
UC-ISPM-176	Installation of 10' of 18" wide Wiremold FieldMate Wire Basket Cable Tray: (This unit price shall consist of providing and installing 10' of 18" wide Wiremold FieldMate wire basket cable tray (Wiremold # WB10EG0418) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-177	Installation of 10' of 24" wide Wiremold FieldMate Wire Basket Cable Tray: (This unit price shall consist of providing and installing 10' of 24" wide Wiremold FieldMate wire basket cable tray (Wiremold # WB10EG0424) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-178	Installation of one (1) Panduit Surface mount 1-port box: (This unit price shall consist of providing and installing one (1) Panduit surface mount 1-port box (CBX1IW-A) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-179	Installation of one (1) Panduit Surface mount 2-port box: (This unit price shall consist of providing and installing one (1) Panduit surface mount 2-port box (CBX2IW-A) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-180	Installation of one (1) Wiremold Twin Snap Cover Device Bracket: (This unit price shall consist of the installation of one (1) Wiremold Twin Snap Cover Device Bracket (5450T) with one (1) End Plate (CM-EPLA) that includes two ID labels with clear covers.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-181	Installation of one (1) Wiremold Single Gang Device Box: (This unit price shall consist of providing and installing one (1) Wiremold single gang deep device box (Wiremold# NM2048) for use with Wiremold Uniduct latching raceway and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-182	Installation of one (1) Wiremold Single Gang Faceplate: (This unit price shall consist of the installation of one (1) Wiremold Single gang Faceplate (CM-SFP) with one (1) Wiremold 2A Blank Insert (CM2-BL) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-183	Installation of one (1) Wiremold Single Gang Cover on an existing Wiremold 30TP Series Tele-Power Pole: (This unit price shall consist of the installation of one (1) Wiremold Single Gang Cover (30TP-C) installed on an existing Wiremold Tele-Power pole and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-184	Installation of 8' of Wiremold Uniduct Latching Raceway: (This unit price shall consist of providing and instal/2ling one 8" length of Wiremold Uniduct latching raceway (Wiremold# 2900L8) and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-185	Installation of one (1) 8' section of multi-channel raceway: (This unit price shall consist of the installation of one (1) eight foot section of Wiremold Two-Compartment Raceway ((5400TB) which shall include two (2) Twin Snap Covers (5400TC), two (2) Twin Snap Cover Clips (5406T), two (2) Base Seam Clips (5406TB) and all parts and labor for a complete installation. [Note: This unit price does not include any electrical wiring, electrical outlets, telecom cabling or telecom jacks.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-186	Installation of one (1) Tele/Power pole: (This unit price shall consist of the installation of one (1) Wiremold Tele-Power Pole (30TB-4V) and all parts and labor necessary for a complete installation. [Note: This unit price does not include any electrical wiring, electrical outlets, telecom cabling or telecom jacks.])	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-187	Installation of a 1" PVC Inner-duct: (This unit price shall consist of the installation of 100 feet of orange 1" PVC inner-duct w/ tape and all parts and labor for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-188	Additional per ten (10) feet for installation of a 1" PVC Inner-duct	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-189	Installation of a 1" Plenum-rated Inner-duct: (This unit price shall consist of the installation of 100 feet of 1" Plenum inner-duct w/ tape and all parts and labor for a complete installation	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-190	Additional per ten (10) feet for installation of a 1" Plenum-rated Inner-duct	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-191	Installation of a 35' class 5 utility pole: (This unit price shall consist of providing and installing one (1) 35 foot class 5 utility pole in an 8 foot deep hole in rocky terrain.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-192	(This unit price shall consist of providing and installing one (1) 35 foot class 5 utility pole in an 8 foot deep hole in dirt terrain.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-193	Removal of a Utility pole: (This unit price shall consist of the removal of a utility pole and transportation of the utility pole to the Travis County storage yard.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-194	Installation of Messenger Wire: (This unit price shall consist of the installation of 100' of ¼" galvanized messenger wire and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-195	Additional per ten (10) feet for installation of Messenger Wire	\$17.17	\$20.59	\$21.45	\$19.74	\$18.88
UC-ISPM-196	Installation of a 2" Wall Penetration: (This unit price shall consist of the installation of a 2" sleeve with fire-stopping in a masonry wall and all parts and labor necessary for a complete installation.)	\$166.58	\$199.92	\$208.15	\$191.58	\$183.25
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UC-ISPM-197	Installation of a 4" Floor Penetration: (This unit price shall consist of the installation of a 4" sleeve with fire-stopping in a core hole in a concrete floor and all parts and	30.00%	16.00%	12.50%	20.00%	23.00%
	labor necessary for a complete installation.)					
	Installation of a ¾" Floor Penetration:					
UC-ISPM-198	(This unit price shall consist of the installation of a ¾" sleeve with fire-stopping in a core hole in a concrete floor and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of a ¾" Wall Penetration:					
UC-ISPM-199	(This unit price shall consist of the installation of a ¾" sleeve with fire-stopping in a masonry or sheetrock wall and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of a 4' x 8' Plywood Backboard:					
UC-ISPM-200	(This unit price shall consist of the installation of a 4 foot x 8 foot AC plywood backboard painted with (2) coats of fire retardant paint, securely fastened to an existing wall and include all parts and labor for complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of a Floor Box:					
UC-ISPM-201	(This unit price shall consist of providing and installing a floor box (Wiremold # 525ACT) including all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
	Installation of a Plenum-Rated 2-Conductor 14 AWG Non-shielded Security Cable:					
UC-ISPM-207	(This unit price shall consist of the installation and providing of 100 foot of a plenum rated 2-conductor 14 AWG stranded yellow jacketed non-shielded cable (Isotec# IP142BA19-04 or equivalent) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-208	Additional per ten (10) feet for installation of a Plenum-Rated 2-Conductor 14 AWG Non-shielded Security Cable	\$17.17	\$20.59	\$21.45	\$19.75	\$18.88
	Installation of a Plenum-Rated 2-Conductor 18 AWG Non-shielded Security Cable:					
UC-ISPM-209	(This unit price shall consist of the installation and providing of 100 foot of a plenum rated 2-conductor 18 AWG stranded yellow jacketed non-shielded cable (Isotec# IP182BA7-04 or equivalent) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-210	Additional per ten (10) feet for installation of a Plenum-Rated 2-Conductor 18 AWG Non-shielded Security Cable	\$17.17	\$20.59	\$21.45	\$19.75	\$18.88
	Installation of a Plenum-Rated 4-Conductor 20 AWG Non-shielded Security Cable:					
UC-ISPM-211	(This unit price shall consist of the installation and providing of 100 foot of a plenum rated 4-conductor 20 AWG stranded yellow jacketed non-shielded cable (Isotec# IP204BA7-04) and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-212	Additional per ten (10) feet for installation of a Plenum-Rated 4-Conductor 20 AWG Non-shielded Security Cable	\$17.17	\$20.59	\$21.45	\$19.75	\$18.88
•	Installation of a Plenum-Rated 4-Conductor 22 AWG Shielded Security Cable:					
UC-ISPM-213	(This unit price shall consist of the installation and providing of 100 foot of a plenum rated 4-conductor 22 AWG stranded yellow jacketed shielded cable (Isotec# IP224AL-04)and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-214	Additional per ten (10) feet for installation of a Plenum-Rated 4-Conductor 22 AWG Shielded Security Cable	\$17.17	\$20.59	\$21.45	\$19.75	\$18.88
	Installation of a Plenum-Rated 6-Conductor 20 AWG Shielded Security Cable:	_				
UC-ISPM-215	(This unit price shall consist of the installation and providing of 100 foot of a plenum rated 6-conductor 22 AWG stranded yellow jacketed non-shielded cable (Isotec# IP226AL-04)and all parts and labor necessary for a complete installation.)	30.00%	16.00%	12.50%	20.00%	23.00%
UC-ISPM-216	Additional per ten (10) feet for installation of a Plenum-Rated 6-Conductor 20 AWG Shielded Security Cable	\$17.17	\$20.59	\$21.45	\$19.75	\$18.88

	UNIT CABLING												
Part Number	Description	Unit of Measu re		List Price	Zone 1 Discount	Zone 2 Discount	Zone 3 Discount	Zone 4 Discount	Zone 5 Discount				
UC-OSP- 001	Place New Fiber, Lashed (ABV), 1-1000'	ft.	\$	1.11	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 002	Place New Fiber, Lashed (not ABV), 1-1000'	ft.	\$	1.40	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 003	Place New Fiber, Lashed (ABV), over 1001'	ft.	\$	1.06	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 004	Place New Fiber, Lashed (not ABV), over 1001'	ft.	\$	1.27	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 005	Place New Fiber, Self- supporting (ABV), 1-1000'	ft.	\$	1.93	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 006	Place New Fiber, SS (not ABV), 1-1000'	ft.	\$	2.36	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 007	Place New Fiber, Self- supporting (ABV), over 1001'	ft.	\$	1.79	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 008	Place New Fiber, SS (not ABV), over 1001'	ft.	\$	2.21	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 009	Place New Strand, 1- 1000' with hardware	ft.	\$	1.14	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 010	Place New Strand, over 1001' with hardware	ft.	\$	0.79	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 011	J-Hook Poles to temp. Cable	ea.	\$	50.00	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 012	Place 2 Inner ducts in Existing Conduit, 1-1000'	ft.	\$	1.41	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 013	Place 2 Inner ducts in Existing Conduit, over 1001'	ft.	\$	1.36	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 014	Place New Fiber Cable in Existing Conduit or DOM, 1-1000'	ft.	\$	1.07	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 015	Place New Fiber Cable in Existing Conduit or DOM, over 1001'	ft.	\$	0.93	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 016	Place new DOM (Duct on Messenger)	ft.	\$	1.71	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 017	Place new Strand (Catinary Wire) 1/4" or 3/8"	ft.	\$	0.79	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 018	Overlash New Fiber to Existing	ft.	\$	1.21	30.00%	16.00%	13.00%	19.00%	23.00%				
UC-OSP- 019	½" Penetration thru Masonry	ea.	\$	107.14	30.00%	16.00%	13.00%	19.00%	23.00%				

½" Penetration thru Siding/Sheetrock	ea.	\$	64.29	30.00%	16.00%	13.00%	19.00%	23.00%
Place 1" EMT Above False Ceiling, 1-200'	ft.	\$	12.14	30.00%	16.00%	13.00%	19.00%	23.00%
Place 1" EMT Above	ft.	\$	10.00	30.00%	16.00%	13.00%	19.00%	23.00%
Place Fiber thru EMT, 1-200'	ft.	\$	1.13	30.00%	16.00%	13.00%	19.00%	23.00%
Place Fiber thru EMT, over 201'	ft.	\$	1.06	30.00%	16.00%	13.00%	19.00%	23.00%
Place 19" or 23" Bolt- down Rack, grounding, power strip	ea.	\$	107.14	30.00%	16.00%	13.00%	19.00%	23.00%
Place Free-standing Rack + sides + fans, grounding, power strip	ea.	\$	214.29	30.00%	16.00%	13.00%	19.00%	23.00%
Place 24 port Light guide Box + 6 packs in rack	ea.	\$	107.14	30.00%	16.00%	13.00%	19.00%	23.00%
Place 12/24 Light guide Box + 6 packs on wall	ea.	\$	121.43	30.00%	16.00%	13.00%	19.00%	23.00%
Place Polished SC or ST connector/Terminate SM Fiber	ea.	\$	28.57	30.00%	16.00%	13.00%	19.00%	23.00%
Place Polished SC or ST connector/Terminate MM Fiber	ea.	\$	28.57	30.00%	16.00%	13.00%	19.00%	23.00%
Hang or Rehang splice case	ea.	\$	164.29	30.00%	16.00%	13.00%	19.00%	23.00%
Place or Replace Loopers (Slack Mgmt Brackets)	Pair	\$	142.86	30.00%	16.00%	13.00%	19.00%	23.00%
Place or Replace Tie Wraps (Slack Coil)	ea.	\$	7.06	30.00%	16.00%	13.00%	19.00%	23.00%
Place Extension Bracket	ea.	\$	107.14	30.00%	16.00%	13.00%	19.00%	23.00%
Fusion Splice Fiber Optic Pigtails	ea.	\$	41.43	30.00%	16.00%	13.00%	19.00%	23.00%
Fusion Splicing, SM Fiber	ea.	\$	50.00	30.00%	16.00%	13.00%	19.00%	23.00%
Fusion Splicing, SM Fiber (72 strand minimum)	ea.	\$	35.71	30.00%	16.00%	13.00%	19.00%	23.00%
Fusion Splice MM Fiber	ea.	\$	50.00	30.00%	16.00%	13.00%	19.00%	23.00%
Fusion Splice MM Fiber (72 strand minimum)	ea.	\$	35.71	30.00%	16.00%	13.00%	19.00%	23.00%
Uni-Direction OTDR Testing (single wavelength)	ea.	\$	12.86	30.00%	16.00%	13.00%	19.00%	23.00%
Bi-Directional OTDR Testing (single wavelength)	ea.	\$	20.00	30.00%	16.00%	13.00%	19.00%	23.00%
	Place 1" EMT Above False Ceiling, 1-200' Place 1" EMT Above False Ceiling, over 201' Place Fiber thru EMT, 1-200' Place Fiber thru EMT, over 201' Place Fiber thru EMT, over 201' Place 19" or 23" Boltdown Rack, grounding, power strip Place Free-standing Rack + sides + fans, grounding, power strip Place 24 port Light guide Box + 6 packs in rack Place 12/24 Light guide Box + 6 packs on wall Place Polished SC or ST connector/Terminate SM Fiber Place Polished SC or ST connector/Terminate MM Fiber Hang or Rehang splice case Place or Replace Loopers (Slack Mgmt Brackets) Place Extension Bracket Fusion Splice Fiber Optic Pigtails Fusion Splicing, SM Fiber (72 strand minimum) Uni-Direction OTDR Testing (single wavelength) Bi-Directional OTDR Testing (single	Siding/Sheetrock Place 1" EMT Above False Ceiling, 1-200' Place 1" EMT Above False Ceiling, over 201' Place Fiber thru EMT, 1-200' Place Fiber thru EMT, 1-200' Place Fiber thru EMT, 1-200' Place Fiber thru EMT, over 201' Place 19" or 23" Boltdown Rack, grounding, power strip Place Free-standing Rack + sides + fans, grounding, power strip Place 24 port Light guide Box + 6 packs in rack Place 12/24 Light guide Box + 6 packs on wall Place Polished SC or ST connector/Terminate SM Fiber Place Polished SC or ST connector/Terminate MM Fiber Hang or Rehang splice case Place or Replace Loopers (Slack Mgmt Brackets) Place or Replace Tie Wraps (Slack Coil) Place Extension Bracket Fusion Splicing, SM Fiber ea. Fusion Splicing, SM Fiber (72 strand minimum) Fusion Splice MM Fiber ea.	Siding/Sheetrock Place 1" EMT Above False Ceiling, 1-200' Place 1" EMT Above False Ceiling, 1-200' Place 1" EMT Above False Ceiling, over 201' Place Fiber thru EMT, 1- 200' Place Fiber thru EMT, 1- 200' Place Fiber thru EMT, 1- 200' Place Fiber or 23" Bolt- down Rack, grounding, power strip Place 19" or 23" Bolt- down Rack, grounding, power strip Place Free-standing Rack + sides + fans, grounding, power strip Place 24 port Light guide Box + 6 packs in rack Place 12/24 Light guide Box + 6 packs on wall Place Polished SC or ST connector/Terminate SM Fiber Place Polished SC or ST connector/Terminate MM Fiber Place Polished SC or ST connector/Terminate MM Fiber Place or Replace Loopers (Slack Mgmt Brackets) Pair \$ Place or Replace Tie Wraps (Slack Coil) Place Extension Bracket ea. \$ Fusion Splice Fiber Optic Pigtails Fusion Splicing, SM Fiber (72 strand minimum) Uni-Direction OTDR Testing (single wavelength) Bi-Directional OTDR Testing (single ea. \$ \$	Siding/Sheetrock Place 1" EMT Above False Ceiling, 1-200' Place 1" EMT Above False Ceiling, 1-200' Place 1" EMT Above False Ceiling, over 201' Place Fiber thru EMT, 1- 200' Place Fiber thru EMT, 1- 200' Place Fiber thru EMT, over 201' Place 19" or 23" Boltdown Rack, grounding, power strip Place Free-standing Rack + sides + fans, grounding, power strip Place 24 port Light guide Box + 6 packs in rack Place Polished SC or ST connector/Terminate SM Fiber Place Polished SC or ST connector/Terminate MM Fiber Place or Replace Loopers (Slack Mgmt Brackets) Place or Replace Loopers (Slack Mgmt Brackets) Place Extension Bracket Place Extension Bracket Eusion Splicing, SM Fiber Fusion Splice MM Fiber F	Siding/Sheetrock ea. \$ 64.29 30.00% Place 1" EMT Above False Ceiling, 1-200' ft. \$ 12.14 30.00% Place 1" EMT Above False Ceiling, over 201' ft. \$ 10.00 30.00% Place Fiber thru EMT, 1-200' ft. \$ 1.06 30.00% Place Fiber thru EMT, over 201' ft. \$ 1.06 30.00% Place 19" or 23" Boltdown Rack, grounding, power strip ea. \$ 107.14 30.00% Place Free-standing Rack + sides + fans, grounding, power strip ea. \$ 214.29 30.00% Place 12/24 Light guide Box + 6 packs in rack ea. \$ 107.14 30.00% Place 12/24 Light guide Box + 6 packs on wall ea. \$ 121.43 30.00% Place Polished SC or ST connector/Terminate SM Fiber ea. \$ 28.57 30.00% Place Polished SC or ST connector/Terminate MM Fiber ea. \$ 164.29 30.00% Place Polished SC or ST connector/Terminate MM Fiber ea. \$ 164.29 30.00% Place or Replace Loopers (Slack Mgmt Brackets) Pair \$ 142.86 30.00% Place or Replace Tie Wraps (Slack Coil) ea	Siding/Sheetrock ea. \$ 64.29 30.00% 16	Siding/Sheetrock ea. \$ 64.29 30.00% 16.00% 13	Siding/Sheetrock ea. \$ 64.29 30.00% 18.00% 13.00% 19

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UC-OSP- 042	Uni-Direction OTDR Testing (dual wavelength)	ea.	\$	15.71	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 043	Bi-Directional OTDR Testing (dual wavelength)	ea.	\$	22.86	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 044	Uni-Direction Power Meter Testing (single wavelength)	ea.	\$	17.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 045	Bi-Directional Power Meter Testing (single wavelength)	ea.	\$	24.29	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 046	Uni-Direction Power Meter Testing (dual wavelength)	ea.	\$	20.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 047	Bi-Directional Power Meter Testing (dual wavelength)	ea.	\$	27.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 048	Transfer In line Cable	ea.	\$	107.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 049	Pole Make Ready (for cable assignment)	ea.	\$	64.29	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 050	Contact Steel Pole (up to 40')	ea.	\$	71.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 051	Transfer Cable at Deadend Pole	ea.	\$	107.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 052	Transfer Down or Overhead Guy	ea.	\$	107.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 053	Transfer False Deadend Pole	ea.	\$	107.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 054	Transfer Extension Bracket	ea.	\$	71.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 055	Transfer Riser Cable & U- guard	ea.	\$	71.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 056	Transfer 90 degree Bend with Cable	ea.	\$	71.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 057	Transfer 90 degree Bend only	ea.	\$	71.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 058	Transfer 90 degree Bend w/Cable & Conc. Cap	ea.	\$	71.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 059	Transfer 90 degree Bend Only w/Concrete Cap	ea.	\$	71.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 060	Transfer Sidewalk Guy	ea.	\$	71.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 061	Top Pole	ea.	\$	107.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 062	Unlash/Relash Broken Lashing Wire	ft.	\$	0.71	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 063	Remove Guy and Anchor	ea.	\$	171.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 064	Remove Guy Only	ea.	\$	71.43	30.00%	16.00%	13.00%	19.00%	23.00%
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UC-OSP- 065	Delash Cable	ft.	\$	1.07	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 066	Remove/Replace Strand	ft.	\$	1.36	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 067	Remove Strand, 1 - 1000'	ft.	\$	1.29	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 068	Remove Strand, 1000' minimum	ft.	\$	0.64	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 069	Remove Cable+Strand, 1 - 1000'	ft.	\$	2.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 070	Remove Cable+Strand, 1000' minimum	ft.	\$	1.07	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 071	Remove Self-supporting Cable, 1 - 1000'	ft.	\$	1.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 072	Remove Self-supporting Cable, 1000' minimum	ft.	\$	0.71	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 073	Remove Cable via Unlashing, 1-1000'	ft.	\$	1.36	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 074	Remove Cable via Unlashing, over 1001'	ft.	\$	1.07	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 075	Remove Telephone Pole in Dirt (30')	ea.	\$	500.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 076	Remove Telephone Pole in Dirt (40')	ea.	\$	571.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 077	Remove Telephone Pole in Dirt (50')	ea.	\$	642.86	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 078	Remove Telephone Pole in Concrete/Asphalt (30')	ea.	\$	714.29	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 079	Remove Telephone Pole in Concrete/Asphalt (40')	ea.	\$	785.71	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 080	Remove Telephone Pole in Concrete/Asphalt (50')	ea.	\$	857.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 081	Place New Telephone Pole in Dirt (30')	ea.	\$	928.57	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 082	Place New Telephone Pole in Dirt (40')	ea.	\$1	1,071.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 083	Place New Telephone Pole in Dirt (50')	ea.	\$1	1,357.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 084	Place New Telephone Pole in Concrete/Asphalt (30')	ea.	\$1	1,142.86	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 085	Place New Telephone Pole in Concrete/Asphalt (40')	ea.	\$1	1,285.71	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 086	Place New Telephone Pole in Concrete/Asphalt (50')	ea.	\$1	1,571.43	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 087	Remove cable from DOM	ft.	\$	0.57	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 088	Remove UG Cable to Clear Duct	ft.	\$	0.57	30.00%	16.00%	13.00%	19.00%	23.00%

UC-OSP- 089	Remove Cable and Install Pull String	ft.	\$ 1.21	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 090	Place or Replace Anchor w ½" Rod	ea.	\$ 285.71	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 091	Hand Dig New Anchor	ea.	\$ 357.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 092	Place New or Replace Overhead Guy	ft.	\$ 0.71	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 093	Place, Replace or Rehoist Down Guy	ea.	\$ 64.29	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 094	Place or Replace Guy Guard	ea.	\$ 50.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 095	Place New or Replace Sidewalk Guy	ea.	\$ 57.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 096	Place New Riser	ea.	\$ 42.86	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 097	Place or Replace Riser Guard	ea.	\$ 57.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 098	Place or Replace ground rod	ea.	\$ 57.14	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 099	Cleat Cable to Building, 1- 500'	ft.	\$ 3.93	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 100	Cleat Cable to Building, over 501'	ft.	\$ 2.79	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 101	Fusion Ribbon Splicing (12 Fibers)	ea.	\$ 180.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 102	Callout	ea.	\$ 300.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 103	Conduit Proofing	ft.	\$ 0.65	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 104	Police Support	hr.	\$ 95.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 105	Pole Profiles	ea.	\$ 95.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 106	Pole Load Analysis	ea.	\$ 250.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 107	Operator	hr.	\$ 65.00	30.00%	16.00%	13.00%	19.00%	23.00%
UC-OSP- 108	Mini Excavator Usage	hr.	\$ 105.00	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 001	Slack Mgmt to support repair or construction activity (drop or rehang)	hr.	\$ 50.00	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 002	Troubleshoot Fiber, Isolate Problem	hr.	\$ 64.29	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 003	Field and Design	hr.	\$ 68.57	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 004	Permit	hr.	\$ 50.00	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 005	CAD to Bentley Data Conversion and Workstation Support	hr.	\$ 68.57	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 006	Print Reproduction (Utility Job Prints)	hr.	\$ 50.00	30.00%	16.00%	13.00%	19.00%	23.00%
-								

HC-OSP- 007	Disk Production (ring or job prints)	hr.	\$ 50.00	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 011	Supervisor Labor	hr.	\$ 55.71	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 012	Lineman Labor	hr.	\$ 30.00	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 013	3man line crew	hr.	\$ 135.71	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 014	Bucket Truck Usage	hr.	\$ 107.14	30.00%	16.00%	13.00%	19.00%	23.00%
HC-OSP- 015	Digger Derrick Truck Usage (for placing telephone poles)	hr.	\$ 178.57	30.00%	16.00%	13.00%	19.00%	23.00%
	*ABV = Access By							



Courthouse
Williamson, County, TX
Bid ID: BC632232





Project Description: Division 27 Structured Cabling

DIR-CPO-4777

Prepared by: Luis Martell Luis.Martell@brycomm.com O: 512-712-4008

M: 925-628-2427 Date: June 11th, 2024



We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: Williamson County Courthouse Bid ID: BC632223

Scope of Work: Structured Cabling

Contact: Chris Ball Title: Email: cball@wilco.org

I. DOCUMENTS

Drawings: Drawings provided by Chris Ball

Sheet(s): 2 North

Specifications: N/A

Addendum(s): Addendum No. N/A Issued: N/A

II. SCOPE OF WORK

- 1. Provide and install all necessary components for Wall Data Outlets, Wireless Access Points and Camera locations marked on drawing provided by customer.
 - a. Total of 155 Wall locations with 2 Cat6 cables = 310 Cables
 - b. Total of 10 Wireless Access Point Locations with 1 Cat6A cable = 20 Cables
 - c. Total of 3 Wireless Access Point Locations in court rooms with 2 Cat6A cables each = 6 Cables
 - d. Total of 17 Camera locations with 1 Cat6 cable = 17 Cables
 - e. Install 2 (2) post racks.
 - f. Install 3 double sided Panduit vertical wire managers.
 - g. Install 7 (48 port Patch Panels)
 - h. Add a new pathway for all areas. (J Hooks)
 - i. 50 Sleeves/wall penetrations

Exclusions

- 1. Core drilling, EZ-Paths installs, As well as new pathways inside and outside (conduit), digging or trenching, or setting of new poles.
- 2. Patch Cords for both end user and IDF location
- 3. Labor, materials, or installation of Main building ground system, such as 750 KCMIL Ground Conductor including ground from electrical distribution panels to MDF and IDFs.
- 4. Data communications hardware such as switches/routers/phones, and programming or configuration of data communications hardware.
- 5. Wireless Access Points (WAPs) or installation of owner provided WAPs.
- 6. Any electrical power receptacles, carpentry, demolition, patching, refinishing, and relocation are excluded.
- 7. Any other hardware, labor or other materials that is not described in this Scope of Work, is excluded from this proposal. If this raises an issue, please make BryComm aware so that we may revise our proposal accordingly.



- 8. Installation of cameras
- 9.

Clarifications

- 1. Testing and documentation of the entire install will be provided to the owner upon completion, per contract documents. Labeling will be completed to standard and identified as indicated in specifications.
- 2. Testing, labeling and documentation of the entire install will be provided upon completion.
- 3. An extended manufacturer warranty from the specified manufacturer will be provided upon completion.
- 4. All UTP cabling shall be terminated per the *TIA-568B* pin-out configuration.
- 5. Installation of all cabling will meet ANSI/TIA 568-D requirements and BICSI best practices.
- 6. Wage rate requirements have been applied to this proposal.
- 7. BryComm can provide HUB upon request.
- 8. BryComm currently employs three (3) full time RCDD personnel.
- 9. BryComm to require (15) working days to review, process, and return all customer issued contracts.
- 10. All work will be performed Monday through Friday, excluding holidays, during regular normal working hours. BryComm assumes there are no abnormal environmental or hazardous conditions on the premise, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.
- 11. BryComm is not responsible for work stoppages that will impact the project schedule created by longer than usual material lead times due to the COVID-19 pandemic.
- 12. If BryComm is required to do any digging, trenching, or setting of new poles, BryComm is not responsible for any damages to utilities or other underground infrastructure that may occur due to incomplete information provided to BryComm.
- 13. If materials are not available at time of ordering, BryComm is not responsible for any price increases that are directly impacted by minimum order quantities by the manufacturers and will impact the pricing shown on this proposal.
- 14. Due to rapidly fluctuating prices and availability of materials resulting from the COVID-19 pandemic, pricing in this proposal is valid for a period of 30 days from the date of the proposal.

III. PRICING SUMMARY continued to page 3

ITEM#	LABOR DESCRIPTION LABOR	QTY	UOM	LIST PRICE	ZONE 1 DISC.	COST	TOTAL
Project Supervisor	Project Supervisor	80	hr.	\$105.00	0%	\$105.00	\$8,400.00
Crew Foreman	Crew Foreman	320	hr.	\$75.00	0%	\$75.00	\$24,000.00
Lead Technician	Data Lead Technician	320	hr.	\$75.00	0%	\$75.00	\$24,000.00
Entry Level Technician	Data Entry Level Technician	320	hr.	\$65.00	0%	\$65.00	\$20,800.00
				-		-	-
		LABOR SUB-TOTAL:			\$77,200.00		



MATERIAL DESCRIPTION	OTV	HOM	LIST DDICE	DISCOLINT	COST	TOTAL	
	QII	OOW	LIST PRICE	DISCOUNT	CO31		
			-	-	-		-
4-pair Category 6 PLN - Panduit	52000	ft.	\$0.51	27%	\$ 0.37	\$	19,240.00
PANDUIT: Blue Cat6 Jack CJ6X88TGBU	620	ea.	\$9.35	20%	\$ 7.48	\$	4,637.60
GENERAL: Cat6A PUP6XHD04BU-G	4000	ft.	\$0.54	22%	\$ 0.42	\$	1,680.00
PANDUIT:Cat6A Jack Module (Blue)	26	ea.	\$12.85	20%	\$ 10.28	\$	267.28
PANDUIT: 2 Port stainless steel faceplates	310	ea.	\$1.50	20%	\$ 1.20	\$	372.00
PANDUIT: 2 Port SMB CBXQ2IW-AY	3	ea.	\$7.65	20%	\$ 6.12	\$	18.36
PANDUIT: Single Port SMB CBXQ1IW-AY	27	ea.	\$6.20	20%	\$ 4.96	\$	133.92
PANDUIT: 48 Port Unloaded Minicom	7	ea.	\$118.80	20%	\$ 95.04	\$	665.28
PANDUIT: 250 Wrap Around Label Tape	2	ea.	\$56.10	20%	\$ 44.88	\$	89.76
PANDUIT: Label Tape Cassette	2	ea	\$70.00	20%	\$ 56.00	\$	112.00
PANDUIT: Tak-Tape TTR-75R0	1	ea	\$56.30	20%	\$ 45.04	\$	45.04
CPI: Ladder Rack 10250-718	2	ea	\$174.20	16%	\$ 146.33	\$	292.66
CPI: Triangle Support Bracket 11746-718	2	ea.	\$72.60	16%	\$ 60.98	\$	121.96
CPI: Rack to Runway Top Plate 12730-718	2	ea.	\$66.40	16%	\$ 55.78	\$	111.56
CPI: Protective End Caps 10462-001	2	ea.	\$7.90	16%	\$ 6.64	\$	13.28
Panduit: 2 Post 19" Rack R2P	2	ea	\$255.90	20%	\$ 204.72	\$	409.44
PANDUIT: 10" Dbl Sided Vertical Manager	1	ea.	\$1,952.00	20%	\$ 1,561.60	\$	1,561.60
PANDUIT: 6" Dbl Sided Vertical Manager	2	ea.	\$1,700.00	20%	\$ 1,360.00	\$	2,720.00
CPI: Radius Drop Waterfall 12100-712	3	ea.	\$40.20	16%	\$ 33.77	\$	101.31
PANDUIT: Wall Mount Hook JP75W-L20	75	ea.	\$1.70	20%	\$ 1.36	\$	102.00
PANDUIT: Wall Mount Hook JP131W-L20	100	ea.	\$4.50	20%	\$ 3.60	\$	360.00
PANDUIT: Wall Mount Hook JP2W-L20	100	ea.	\$5.10	20%	\$ 4.08	\$	408.00
PANDUIT: Wall Mount Hook JP4W-X20	50	ea.	\$8.70	20%	\$ 6.96	\$	348.00
PANDUIT: Horizontal 2RU Manager	14	ea.	\$101.50	20%	\$ 81.20	\$	1,136.80
CADDY: Grid Wire Hanger SLK2L2SF	200	ea.	\$235.50	20%	\$ 188.40	\$	37,680.00
PNP Bonds	1	ea.	\$3,572.15	-	\$ 3,572.15	\$	3,572.15
	MATERIAL SUB-TOTAL:			\$	76,200.00		
				\$3	153,400.00		
	4-pair Category 6 PLN - Panduit PANDUIT: Blue Cat6 Jack CJ6X88TGBU GENERAL: Cat6A PUP6XHD04BU-G PANDUIT:Cat6A Jack Module (Blue) PANDUIT: 2 Port stainless steel faceplates PANDUIT: 2 Port SMB CBXQ2IW-AY PANDUIT: Single Port SMB CBXQ1IW-AY PANDUIT: 48 Port Unloaded Minicom PANDUIT: 250 Wrap Around Label Tape PANDUIT: Label Tape Cassette PANDUIT: Tak-Tape TTR-75R0 CPI: Ladder Rack 10250-718 CPI: Triangle Support Bracket 11746-718 CPI: Rack to Runway Top Plate 12730-718 CPI: Protective End Caps 10462-001 Panduit: 2 Post 19" Rack R2P PANDUIT: 10" Dbl Sided Vertical Manager PANDUIT: 6" Dbl Sided Vertical Manager CPI: Radius Drop Waterfall 12100-712 PANDUIT: Wall Mount Hook JP75W-L20 PANDUIT: Wall Mount Hook JP131W-L20 PANDUIT: Wall Mount Hook JP2W-L20 PANDUIT: Wall Mount Hook JP4W-X20 PANDUIT: Horizontal 2RU Manager CADDY: Grid Wire Hanger SLK2L2SF	4-pair Category 6 PLN - Panduit PANDUIT: Blue Cat6 Jack CJ6X88TGBU GENERAL: Cat6A PUP6XHD04BU-G PANDUIT: Cat6A Jack Module (Blue) PANDUIT: 2 Port stainless steel faceplates PANDUIT: 2 Port SMB CBXQ2IW-AY PANDUIT: 3 Port SMB CBXQ1IW-AY PANDUIT: 48 Port Unloaded Minicom PANDUIT: 250 Wrap Around Label Tape PANDUIT: Label Tape Cassette PANDUIT: Tak-Tape TTR-75R0 CPI: Ladder Rack 10250-718 CPI: Rack to Runway Top Plate 12730-718 CPI: R	4-pair Category 6 PLN - Panduit PANDUIT: Blue Cat6 Jack CJ6X88TGBU GENERAL: Cat6A PUP6XHD04BU-G PANDUIT: Cat6A Jack Module (Blue) PANDUIT: 2 Port stainless steel faceplates PANDUIT: 2 Port SMB CBXQ2IW-AY PANDUIT: 3 Port SMB CBXQ2IW-AY PANDUIT: 3 Single Port SMB CBXQ1IW-AY PANDUIT: 48 Port Unloaded Minicom PANDUIT: 250 Wrap Around Label Tape PANDUIT: Label Tape Cassette PANDUIT: Tak-Tape TTR-75R0 CPI: Ladder Rack 10250-718 CPI: Triangle Support Bracket 11746-718 CPI: Rack to Runway Top Plate 12730-718 CPI: Protective End Caps 10462-001 Panduit: 2 Post 19" Rack R2P PANDUIT: 6" Dbl Sided Vertical Manager PANDUIT: 6" Dbl Sided Vertical Manager PANDUIT: Wall Mount Hook JP75W-L20 PANDUIT: Wall Mount Hook JP131W-L20 PANDUIT: Wall Mount Hook JP4W-X20 PANDUIT: Wall Mount Hook JP4W-X20 PANDUIT: Horizontal 2RU Manager 14 ea. CADDY: Grid Wire Hanger SLK2L2SF 200 ea.	4-pair Category 6 PLN - Panduit 52000 ft. \$0.51 PANDUIT: Blue Cat6 Jack CJ6X88TGBU 620 ea. \$9.35 GENERAL: Cat6A PUP6XHD04BU-G 4000 ft. \$0.54 PANDUIT:Cat6A Jack Module (Blue) 26 ea. \$12.85 PANDUIT: 2 Port stainless steel faceplates 310 ea. \$1.50 PANDUIT: 2 Port SMB CBXQ2IW-AY 3 ea. \$7.65 PANDUIT: Single Port SMB CBXQ1IW-AY 27 ea. \$6.20 PANDUIT: 48 Port Unloaded Minicom 7 ea. \$118.80 PANDUIT: 250 Wrap Around Label Tape 2 ea. \$56.10 PANDUIT: Label Tape Cassette 2 ea \$70.00 PANDUIT: Tak-Tape TTR-75R0 1 ea \$56.30 CPI: Ladder Rack 10250-718 2 ea. \$72.60 CPI: Triangle Support Bracket 11746-718 2 ea. \$66.40 CPI: Protective End Caps 10462-001 2 ea. \$7.90 PANDUIT: 10" Dbl Sided Vertical Manager 1 ea. \$1,795.00 CPI: Radius Drop Waterfall 12100-712 3 ea. \$40.20 PANDUIT: Wall Mount Hook JP75W-L20 75 ea. \$1.70 PANDUIT: Wall Mount Hook JP31W-L20 100 ea. \$4.50 PANDUIT: Wall Mount Hook JP4W-X20 50 ea. \$8.70 PANDUIT: Wall Mount Hook JP4W-X20 50 ea. \$3.572.15 November 20.55 PNP Bonds 1 ea. \$3,572.15	4-pair Category 6 PLN - Panduit 52000 ft. \$0.51 27% PANDUIT: Blue Cat6 Jack CJ6X88TGBU 620 ea. \$9.35 20% GENERAL: Cat6A PUP6XHD04BU-G 4000 ft. \$0.54 22% PANDUIT: Cat6A Jack Module (Blue) 26 ea. \$12.85 20% PANDUIT: 2 Port stainless steel faceplates 310 ea. \$1.50 20% PANDUIT: 2 Port SMB CBXQ2IW-AY 3 ea. \$7.65 20% PANDUIT: 3 Port SMB CBXQ2IW-AY 27 ea. \$6.20 20% PANDUIT: 48 Port Unloaded Minicom 7 ea. \$118.80 20% PANDUIT: 250 Wrap Around Label Tape 2 ea. \$56.10 20% PANDUIT: Label Tape Cassette 2 ea \$70.00 20% PANDUIT: Tak-Tape TTR-75R0 1 ea \$56.30 20% CPI: Ladder Rack 10250-718 2 ea. \$72.60 16% CPI: Triangle Support Bracket 11746-718 2 ea. \$66.40 16% CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% CPI: Protective End Caps 10462-001 2 ea. \$7.90 16% PANDUIT: 10" Dbl Sided Vertical Manager 1 ea. \$1,952.00 20% PANDUIT: Wall Mount Hook JP75W-L20 75 ea. \$1.70 20% PANDUIT: Wall Mount Hook JP75W-L20 100 ea. \$4.50 20% PANDUIT: Wall Mount Hook JP2W-L20 100 ea. \$5.10 20% PANDUIT: Wall Mount Hook JP4W-X20 50 ea. \$8.70 20% PANDUIT: Wall Mount Hook JP4W-X20 50 ea. \$3.572.15	4-pair Category 6 PLN - Panduit 52000 ft. \$0.51 27% \$ 0.37 PANDUIT: Blue Cat6 Jack CJ6X88TGBU 620 ea. \$9.35 20% \$ 7.48 GENERAL: Cat6A PUP6XHD04BU-G 4000 ft. \$0.54 22% \$ 0.42 PANDUIT: Cat6A Jack Module (Blue) 26 ea. \$1.2.85 20% \$ 10.28 PANDUIT: 2 Port stainless steel faceplates 310 ea. \$1.50 20% \$ 1.20 PANDUIT: 3 Port SMB CBXQ2IW-AY 3 ea. \$7.65 20% \$ 6.12 PANDUIT: 3 Single Port SMB CBXQ1IW-AY 27 ea. \$6.20 20% \$ 4.96 PANDUIT: 48 Port Unloaded Minicom 7 ea. \$118.80 20% \$ 95.04 PANDUIT: 250 Wrap Around Label Tape 2 ea. \$56.10 20% \$ 44.88 PANDUIT: Label Tape Cassette 2 ea \$70.00 20% \$ 56.00 PANDUIT: Ladel Tape Cassette 2 ea \$70.00 20% \$ 45.04 CPI: Ladder Rack 10250-718 2 ea \$174.20 16% \$ 146.33 CPI: Triangle Support Bracket 11746-718 2 ea. \$72.60 16% \$ 60.98 CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 CPI: Protective End Caps 10462-001 2 ea. \$7.90 16% \$ 6.64 Panduit: 2 Post 19" Rack R2P 2 ea \$255.90 20% \$ 204.72 PANDUIT: 10" Dbl Sided Vertical Manager 1 ea. \$1,952.00 20% \$ 1,360.00 CPI: Radius Drop Waterfall 12100-712 3 ea. \$40.20 16% \$ 33.77 PANDUIT: Wall Mount Hook JP75W-L20 75 ea. \$1.70 20% \$ 3.60 PANDUIT: Wall Mount Hook JP31W-L20 100 ea. \$4.50 20% \$ 3.60 PANDUIT: Wall Mount Hook JP4W-X20 50 ea. \$8.70 20% \$ 6.96 PANDUIT: Horizontal 2RU Manager 14 ea. \$10.50 20% \$ 4.08 PANDUIT: Horizontal 2RU Manager 14 ea. \$1.05.50 20% \$ 1.88.40 PNP Bonds 1 ea. \$3,572.15	4-pair Category 6 PLN - Panduit 52000 ft. \$0.51 27% \$ 0.37 \$ PANDUIT: Blue Cat6 Jack CJ6X88TGBU 620 ea. \$9.35 20% \$ 7.48 \$ GENERAL: Cat6A PUP6XHDO4BU-G 4000 ft. \$0.54 22% \$ 0.42 \$ PANDUIT: Cat6A Jack Module (Blue) 26 ea. \$12.85 20% \$ 10.28 \$ PANDUIT: 2 Port stainless steel faceplates 310 ea. \$1.50 20% \$ 1.20 \$ PANDUIT: 2 Port SMB CBXQ2IW-AY 3 ea. \$7.65 20% \$ 6.12 \$ PANDUIT: Single Port SMB CBXQ1IW-AY 27 ea. \$6.20 20% \$ 4.96 \$ PANDUIT: 3 Port Unloaded Minicom 7 ea. \$118.80 20% \$ 95.04 \$ PANDUIT: 250 Wrap Around Label Tape 2 ea. \$56.10 20% \$ 44.88 \$ PANDUIT: Label Tape Cassette 2 ea \$70.00 20% \$ 56.00 \$ PANDUIT: Tak-Tape TTR-75R0 1 ea \$56.30 20% \$ 45.04 \$ CPI: Ladder Rack 10250-718 2 ea. \$77.60 16% \$ 146.33 \$ CPI: Triangle Support Bracket 11746-718 2 ea. \$77.60 16% \$ 60.98 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 55.78 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 50.00 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16% \$ 50.00 \$ CPI: Rack to Runway Top Plate 12730-718 2 ea. \$66.40 16%

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.



Luis Martell

Project Manager

O: 512-712-4008 | M: 925-628-2427

www.brycomm.com

DIR-CPO-4777

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business. Brymer Communication Services, LLC dba BryComm, LLC Hutto, TX United States	202	Certificate Number: 2024-1183614 Date Filed: 07/02/2024 Date Acknowledged: 07/08/2024		
2	Name of governmental entity or state agency that is a party to the being filed. Williamson County Commissioners Court	Dat			
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided #2024230 Rewire & Demo		r identify the	contract, and prov	vide a
4	Name of Interested Party	City, State, Country (place	of business)	Nature of (check ap	
Bı	ymer, Cory	Hutto, TX United States		Х	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and m	y 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	ct.			
	Executed inCount	y, State of	_, on the	_day of(month)	, 20 (year)
				(mondi)	(yeai)
		Signature of authorized age (Declar		ng business entity	

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2024-1183614 Brymer Communication Services, LLC dba BryComm, LLC Hutto, TX United States Date Filed: 07/02/2024 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: Williamson County Commissioners Court 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, #2024230 Rewire & Demo Nature of interest 4 Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Brymer, Cory Hutto, TX United States Χ 5 Check only if there is NO Interested Party. **6 UNSWORN DECLARATION** My name is _, and my date of birth is _ USA My address is ____ (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in ____Williamson July Texas _County, State of _ , on the ____day of _ (year) Luke Lamb Dates 2024, Estatke, Jambo Borycomm.com, Dates 2024, Orall Ltdr., OU-Director of Estimating, CN-Luke Lamb Dates 2024,07.02 16:23:14-05:00' Signature of authorized agent of contracting business entity

(Declarant)

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of Purchase of Kitchen Equipment from Cook's Direct for Corrections

Submitted For: Joy Simonton Submitted By: Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

38.

Agenda Item

Discuss, consider and take appropriate action on approving Agreement #2024228 for the purchase of kitchen equipment for Corrections from Cook's Direct Inc. in the amount of \$125,638.09, pursuant to Sourcewell Contract ID 063022-COK, and authorizing execution of the quote.

Background

Approval of this item will support operations at the Williamson County Corrections facility. The quote is attached outlining the different pieces of equipment to be purchased. No signature required per supplier. The funding source is 01.0100.0570.005003 for FY24. The department point of contact is Abigail Taylor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cook's Quote Form 1295

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 08:31 AM County Judge Exec Asst. Becky Pruitt 07/10/2024 11:15 AM

Form Started By: Barbi Hageman Started On: 06/26/2024 01:40 PM

Final Approval Date: 07/10/2024



Quote

06/13/2024

Project:

Williamson Co Jail - Traywasher

Chris Watts

306 West Fourth Street Georgetown, TX 78626 Cook's Direct Grant Hall 27725 Diehl Rd.

From:

Warrenville, IL 60555

800-956-5571

630-948-5771 (Contact)

Job Reference Number: 78626-2V

Source well Contract ID: #063022-COK

Item	Qty	Description	Sell	Sell Total
1	1 ea	TRAY WASHER	\$63,285.21	\$63,285.21
		Insinger Model No. TRAC 878 RPW		
		Trac Tray Washer, high temp. sanitizing, triple tank with prewash,		
		approximately 878 trays/hour capacity, automatic tank fill,		
	7	stainless steel frame, legs & feet, electric immersion or steam		
		injector tank heat, tray unload table Dimensions 69(h) x 130(w) x 27(d)		
	1 ea	SureFire® start-up & check-out service, standard		
		Right to left operation		
		Electric immersion tank heat, 16 kw		
		208v/60/3-ph, 67.3 amps		
		Electric booster heater, 36 kw, 70 degree rise	\$5,366.61	\$5,366.61
	1 ea	Contact factory for voltage/amp loads		
	1 ea	WS50 Water Softener	\$1,971.76	\$1,971.76
	1 ea	SR050 Scale inhibitor	\$485.20	\$485.20
	1 ea	Rear panel	\$839.00	\$839.00
	1 ea	Side panel	\$477.17	\$477.17
	1 ea	Stainless steel panels all sides	\$1,226.11	\$1,226.11
	8 ea	Security package with undermesh requires panels all sides (per foot)	\$205.41	\$1,643.28
		4-6 Week Leadtime		
	1 ea	Cook's UTILITY VERIFICATION		
		Please Initial one of the following options:		
		Utilities are Correct as Specified:		
		Utilities are Correct as Noted Below:		

Cook's Direct 06/13/2024

ITEM TOTAL:

\$2,772.97

\$167.38

\$109.86

\$349.38

\$2,772.97

Item Qty Description Sell Sell Total

Weight: 1100 lbs total

\$75,294.34 1 ea TRAY DRYER \$18,301.47 \$18,301.47

2

Insinger Model No. TD 321-3 Tray Dryer, top mounted NEMA 12 control panel, unique air wiper design, stainless steel frame, legs & feet, 10 HP (blower) & 1/15 HP (conveyor)

1 ea SureFire® start-up & check-out service, standard

1 ea 208v/60/3-ph, 31.0 amps

1 ea Security package

1 ea Cook's UTILITY VERIFICATION

Please Initial one of the following options:

Utilities are Correct as Specified:_____

Utilities are Correct as Noted Below:____

Weight: 700 lbs total

ITEM TOTAL: \$21,074.44 3 1 ea SOILED DISHTABLE \$7,775.51 \$7,775.51



Advance Tabco Model No. CUSTOM

Dishtable, soiled, u-shaped, attaches to right of dish machine operator, 59" x 108" x 71" with landing, 10-1/2"H backsplash, with pre-rinse sink, 16/304 stainless steel legs with crossrails front-toback, 14/304 stainless steel, stainless steel bullet feet, Includes prerinse basket with slide bar (slide bar only when K-461 or K-461A disposer adapter is specified) Dimensions 44.5(h) x 108(w) x 72(d)

1 ea SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here

1 ea K-508A Supply rolled rim in lieu of opening 1 ea K-495 Turn Down Backsplash (includes wall clips)

1 ea K-23A Sink or dish table legs welded to leg gussets under table top and to cross rails (and optional undershelf if ordered), shipped set up and crated (per sink)

1 ea DTA-53 Pre-Rinse Faucet, 8" OC splash-mounted, includes: spray \$551.50 \$167.38

\$109.86

\$349.38

\$551.50

Item	Qty	Description	Sell	Sell Total
		valve & hose, riser, wall bracket, heavy duty hose spring, le	ead free	
	1 ea	7-PS-10 P-trap, heavy duty, 1-1/2", 17 gauge	\$88.17	\$88.17
	1 ea	K-5 Drain, twist operated, 2" NPT & 1-1/2" IPS outlet conne	ctions \$110.00	\$110.00
	1 ea	K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain	ort \$50.00	\$50.00
		Free Freight		
		Weight: 566 lbs total		
			ITEM TOTAL:	\$9,201.80
4	1 ea	INSTALLATION	\$11,500.00	\$11,500.00
		Cook's		
		**REMOVAL OF EXISTING INSINGER TRAYWASHER AND		
		REPLACEMENT WITHINSINGER TRAYWASHER		
	1 ea	Haul away and disposal of existing units.	\$2,300.00	\$2,300.00
	1 ea	1. Install new Traywasher dishmachine along wall with blow	wer	
		dryer. Connect to utilities and venting. Start up and check operation.		
		2. Install new clean dishtable		
		3. Install new soiled dishtable.		
	1 ea	WATER SOFTENER INSTALL Installation of Water Softener	\$2,300.00	\$2,300.00
			ITEM TOTAL:	\$16,100.00
		N	/lerchandise	\$121,670.58
		F	reight	\$3,967.51
		Т	otal	\$125,638.09

^{**}Sales tax will be added to the final invoice unless a valid tax exempt certificate is on your account file.

Quote Approval

By affixing their signature to this document, the undersigned hereby affirms the accuracy of the provided information. The signee acknowledges that all utilities and dimensions specified are compatible with the operational requirements at the designated facility. Furthermore, it is confirmed that the listed equipment is suitable for passage through doorways, hallways, and vestibules from the receiving area to the kitchen.

In the event of equipment returns attributable to inaccuracies in utilities or measurements, the signee acknowledges the imposition of a manufacturer restocking fee, in addition to the applicable return shipping charges.

Receiving Policy and Guidelines:

Prior to signing for the delivery, it is crucial to thoroughly inspect and count all cartons. Note any shortages, damages, or problems on the delivery receipt. In case of visible damage, refuse damaged boxes by checking for crushed corners, wetness, or punctures. If the delivery includes equipment, inspect all parts before signing.

^{**} Customer is responsible for unloading equipment from the truck onto the dock. Two Pallet jacks are recommended.**

Cook's Direct 06/13/2024

If a full inspection is not possible, please make a note on the bill of lading that you will inspect at a later time (within 24 hours of receipt).

For refused shipments, the customer is responsible for full freight charges and applicable fees in both directions, unless the refusal is due to shipment damage or a shipping error made by CooksDirect.com.

Most items are eligible for return within a 30-day period from the customer's receipt of the shipment. Depending on the manufacturer, a restocking fee of 15% to 50% may be applicable. Return freight charges may also apply based on the manufacturer's policy. For inquiries regarding specific return policies for a particular manufacturer or product, kindly reach out to our Customer Service team at 1-866-506-3048 or via email at customerservice@cooksdirect.com.

Please review the following criteria for returning an order:

- 1. Returned items must be unused, undamaged, and returned intact with original materials.
- 2. Special ordered or custom items cannot be returned.

Returns must be initiated within the first 30 days of receipt. Orders exceeding the 30-day return window are not eligible for returns through Cook's Direct. For product issues, please contact the manufacturer, as most large equipment is covered by a 1-year warranty.

Shipping & Delivery Information:

To ensure your order is processed in a timely manner please provide the following information along with your signature:

Date:	
_	Date:

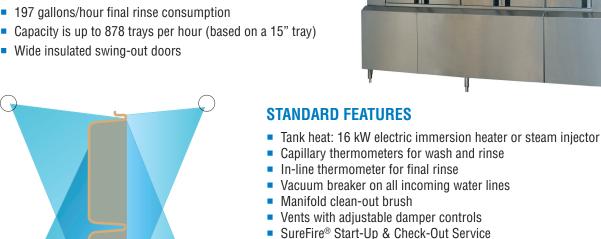
Project	CSI - 11400
Item	Approval
Quantity	Date

- Automatic conveyor, triple tank tray washer with recirculating pre-wash, wash and rinse and fresh water final rinse.

Insinger's tray washers were developed specifically

to optimally clean and sanitize ware by reaching all

corners and crevices with a vertical spray.



- Single point electrical connection: motors, controls and tank heat (Booster requires a separate connection)
- Inspection doors
- S/S frame, legs and feet

TRAC 878 RPW

- S/S front enclosure panel
- Automatic tank fill
- Low water protection
- Detergent connection provision
- Top mounted NEMA 12 control panel
- Simplified scrap screen design
- Wide insulated swing-out doors
- Door safety switch
- Standard frame TEFC motors
- Override switch for de-liming
- End caps/pipe plugs secured to prevent loss
- Tray unload table

OPTIONS

- ☐ Stainless steel steam coil tank heat
- Steam booster
- Electric booster
- ☐ Pressure reduction valve and line strainer
- ☐ Chemical sanitizer injector package for low temperature operations (pump by others)

Page: 5

- Security package
- Insulated hood
- □ Tray Dryer
- □ Tray Stacker







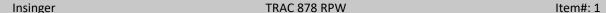






Williamson Co Jail - Traywasher







Capacity Per Hour	878 trays
Tank Capacity	11.2 gallons (pre-wash) 15.3 gallons (wash) 11.5 gallons (rinse)
Motor Size	1/2 hp (pre-wash) 3 hp (wash) 2 hp (rinse) 1/8 hp (conveyor)
Electric Usage	8 kW wash tank 8 kW rinse tank 24 kW booster 40° rise 36 kW booster 70° rise
Steam Consumption at 20 psi min.	54 lbs./hour tank 70 lbs./hour booster 40° rise 122 lbs./hour booster 70° rise
Final Rinse Peak Flow at 20 psi min.	3.28 gallons/minute
Final Rinse Consumption at 20 psi min.	197 gallons/hour
Exhaust Hood Requirement	100 CFM Load 300 CFM unload
Peak Rate Drain Flow	23 gallons/minute
Shipping Weight	1100 lbs.

Machine Electrical*					
Motors, Controls, Tank Heat	Steam	Electric without booster			
208/3/60	22.7	67.1			
240/3/60	20.6	59.0			
480/3/60	12.5	36.9			
380/3/50	10.2	29.4			

^{*}Booster heater wired separately. Machine load only listed above.

SPECIFICATIONS

CONSTRUCTION- Hood and tank constructed of 16 gauge type 304 S/S. Hood unit of all welded seamless construction. S/S frame, legs and feet. All internal castings are non-corrosive lead free nickel alloy, bronze or S/S.

DOORS- Wide die formed 18-8 type 304 S/S front inspection doors hinged with stainless steel pins. A triple ply leading edge on the door channels made of S/S with no plastic or nylon sleeves or liners used. Door stop built into frame.

CONVEYORS- One S/S roller conveyor chain with tray cradles. Width between guide rails is factory-adjustable from 1.5" to 3.7". Conveyor accommodates trays up to 14" high. Conveyor drive system includes direct drive gear motor with frictionless, trouble-free overload system. Trays conveyed automatically through washing and rinsing systems. Powered by independent conveyor motor.

PUMP- Centrifugal type "packless" pump with a brass petcock drains. Ceramic seal and a balanced cast impeller on a precision ground stainless steel shaft, extension or sleeve. All rotating parts mounted and removed as an assembly without disturbing pump housing. 1/2 hp pre-wash motor, 3 hp wash motor and 2 hp rinse motor, all standard TEFC C-face frame, with ball-bearing construction.

CONTROLS- Top mounted control cabinet, NEMA 12 rated with heat insulation provided between hood and control cabinet, housing motor controls and overload protection, transformer, contactors and all dishwasher integral controls. All controls safe low voltage 24 VAC.

SPRAY SYSTEM- All spray systems are made of 304 stainless steel pipe. Pre-wash, wash and rinse assemblies removable without the use of tools.

PRE-WASH- Two vertical spray arms (one on each side of conveyor), each with 5 V-jet nozzles.

WASH AND RINSE- Four spray arms threaded into S/S manifold. (2 on each side of conveyor). Each arm designed with 8 high pressure action cleansing slots. The slots are precision milled for water control producing a fan spray.

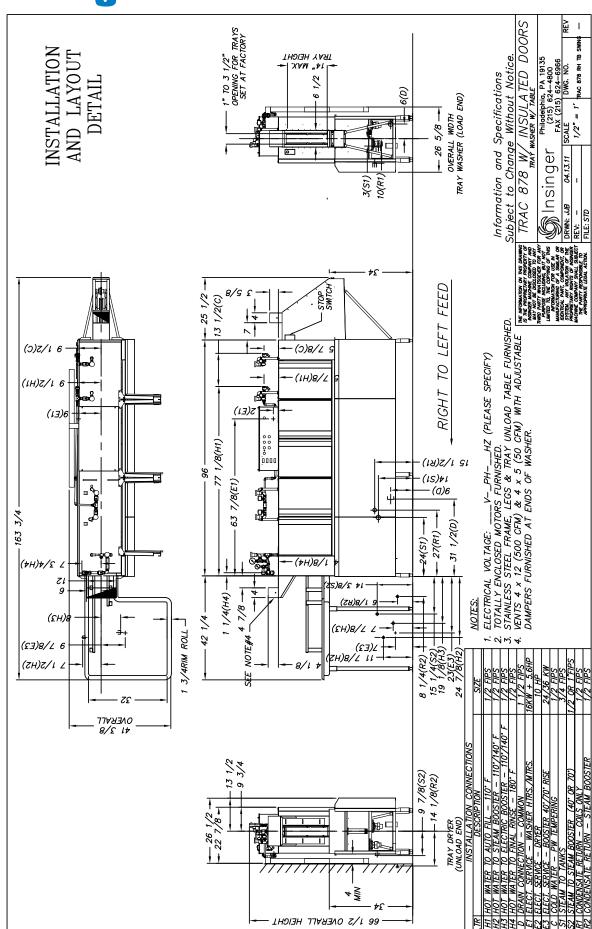
FINAL RINSE- Two vertical spray arms (one on each side of conveyor), each with 6 V-jet nozzles. Arms enclosed in shrouded final rinse chamber to maximize heat transfer to trays.

DRAIN- Drain valve externally controlled. Overflow assembly with skimmer cap is removable without the use of tools for drain line inspection. Heater is protected by low water level control.

UNLOAD TABLE- a stainless steel tray unload table receives clean trays. Table constructed with guide rails which ease the trays onto table.

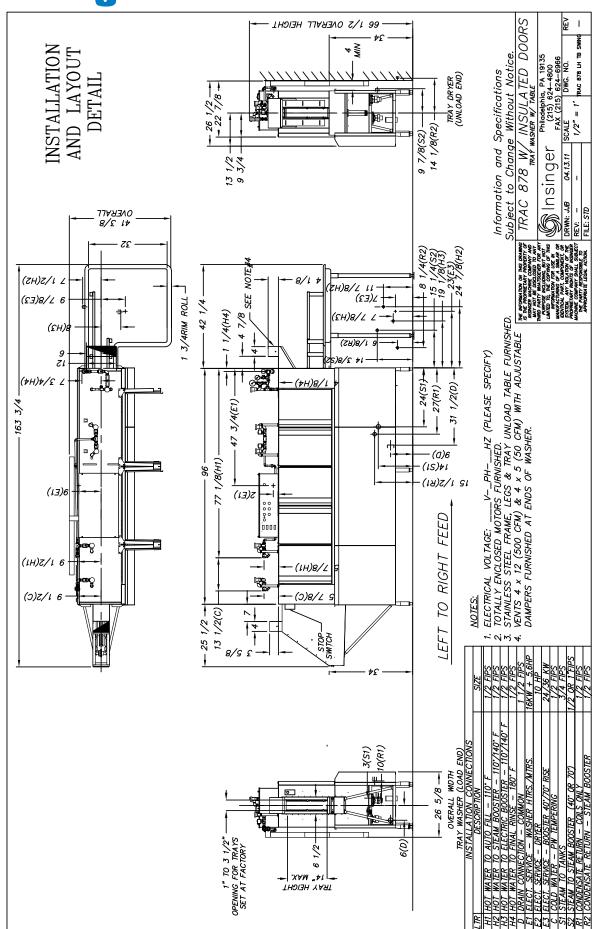
Note: Due to product improvement we reserve the right to change information and specifications without notice.





Contact Insinger Sales at 800-344-4802 for an Installation Drawing Specific to Your Application This drawing is available on the Insinger Web stie at www.insingermachine.com





Contact Insinger Sales at 800-344-4802 for an Installation Drawing Specific to Your Application This drawing is available on the Insinger Web stie at www.insingermachine.com

Project	CSI - 11400
Item	Approval
Quantity	Date

TD-321-3

Automatic Tray Dryer (Optional Component)

- Automatic conveyor tray dryer provides 99% dry trays
- Unique Air Wiper design reduces ability for bacteria to grow on wet, stacked trays
- Drier and cleaner workplace—less racking of trays for drying
- Increased productivity
- Capacity is compatible with the tray washer and based on a 15" tray
- Designed for left or right hand conveyor travel, as specified.
- Furnished only as an added component to a TRAC 321-2, TRAC 321-2 RPW or TRAC 878 traywasher





Insinger's unique Air Wiper design leaves trays 99% dry saves labor and provides a cleaner drier workplace.

STANDARD FEATURES

- Stainless steel frame, legs and feet
- Top mounted NEMA 12 control panel
- SureFire® Start-Up & Check-Out Service

OPTIONS

- Security package
- □ Tray Stacker

AUTOQUOTES













Insinger TD 321-3 Item#: 2



380/3/50

480/3/60

Automatic Tray Dryer (Optional Component)

TD-321-3

Capacity Per Hour	Compatible with the tray washer and based on a 15" tray		
Motor Size	10 hp (blower) 1/15 hp (conveyor)		
Shipping Weight	700 lbs.		
Additional Current Draw Ampowhen Connected to Tray Wash			
208/3/60 240/3/60	31.0 FRN-R-60 28.2 FRN-R-60		

17.0 FRS-R-35

14.1 FRS-R-30

SPECIFICATIONS

CONSTRUCTION- Hood and tank constructed of 16 gauge 18-8 type 304 S/S. Hood unit of all welded seamless construction. S/S frame, legs and feet.

CONVEYOR- One stainless steel roller conveyor chain with tray cradles, through both washer and dryer. Width between guide rails is factory adjustable from 1.5: to 3.7". Conveyor accommodates trays up to 15" high. Conveyor drive system includes direct drive gear motor with frictionless, trouble-free overload release system continuously running.

CONTROLS- Top-mounted control cabinet, NEMA 12 rated, housing motor controls and overload protection, transformer and contactors. All controls safe low voltage 24 VAC.

BLOWER- 10 hp regenerative blower with Insinger's specially designed "air wiper" mounted on either side of conveyor. "Air wipers" are mounted on a diagonal to sweep water in controlled movement preventing splashing and uneven results.

DRAIN- All water is drained back into TRAC 321-2, TRAC 321-2 RPW or TRAC 878 with gravity drain connection. Factory installed drain connection to tray washer provided if dryer is ordered with a TRAC 321-2, TRAC 321-2 RPW or TRAC 878.

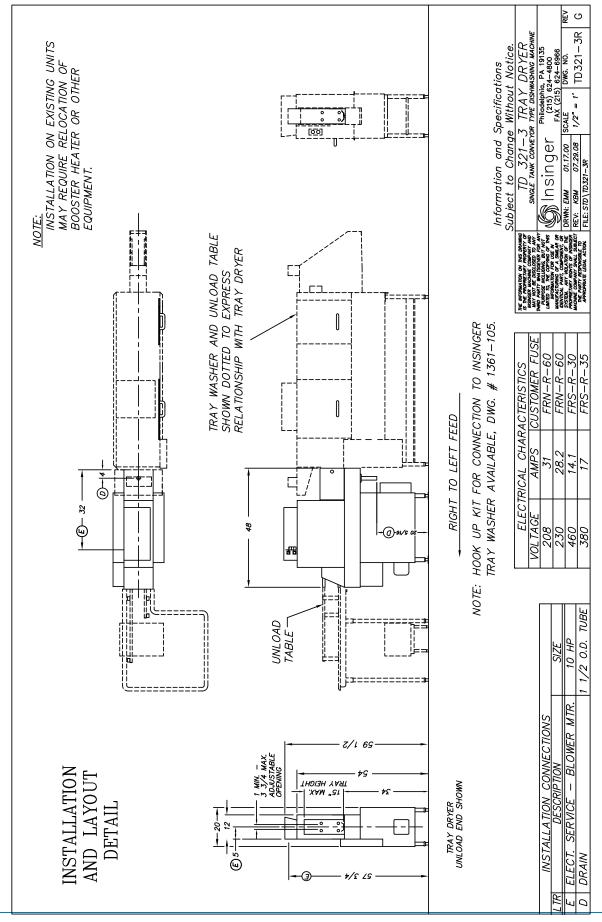
UNLOAD TABLE- A stainless steel tray unload table receives clean trays. Table constructed with guide rails which ease the trays onto table.

Note: Due to product improvement we reserve the right to change information and specifications without notice.



TD-321-3

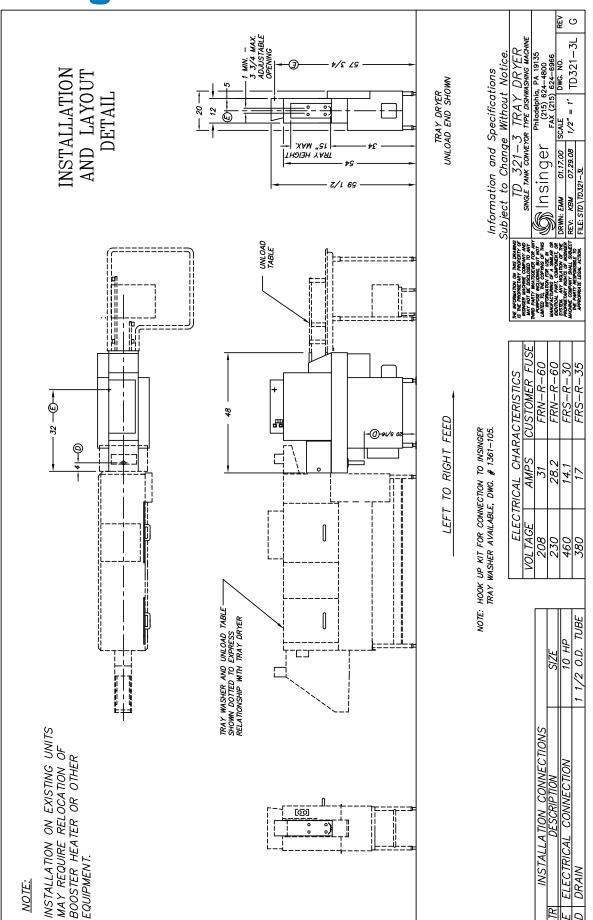




Insinger

TD-321-3

Automatic Tray Dryer (Optional Component)

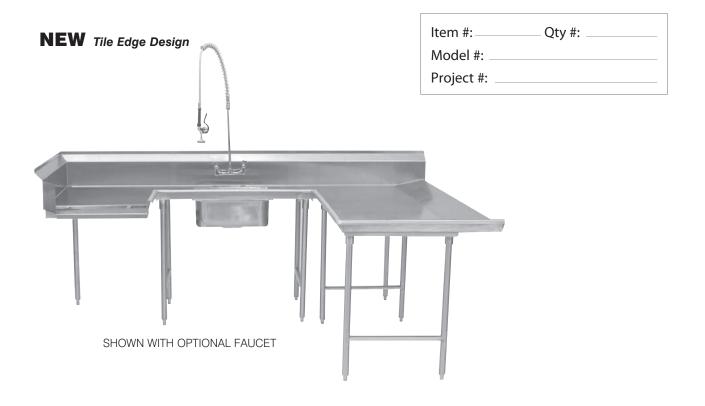


Contact Insinger Sales at 800-344-4802 for an Installation Drawing Specific to Your Application This drawing is available on the Insinger Web stie at www.insingermachine.com



STAINLESS STEEL







10-1/2" EXTRA LARGE **Bold Looking Backsplash** with 2" return and tile edge

Model #	Inches	mm	Cu	Wt.
DTS-U30-72LorR	71"	1828	108	450 lbs.
DTS-U30-84LorR	83"	2134	125	470 lbs.
DTS-U30-96LorR*	95"	2438	143	490 lbs.
DTS-U30-108LorR*	107"	2743	160	525 lbs.
DTS-U30-120LorR*	119"	3048	177	550 lbs.
DTS-U30-132LorR*	131"	3353	194	575 lbs.
DTS-U30-144LorR*	143"	3658	211	600 lbs.

^{*}Includes Field Joint to be welded in field by others.

FEATURES:

Tile edge for ease of installation.

Includes 8" deep Prerinse Sink Basket and Bar Slide and Dishlanding.

Additional length on any leg of dishtables, use DTA-56.

Additional custom lengths available on all sides.

Dishlanding may be replaced with backsplash or rolled edge at no additional charge.

Dishtable lengths exceeding 90" requires a welded field joint (welded by others). Use K-57.

CONSTRUCTION:

All TIG welded.

14 Gauge Stainless Steel.

Stainless Steel Legs and Cross Bracing.

Stainless Steel Bullet Feet.

Gussets welded to Stainless Steel Channels.

Welded areas blended to match adjacent surfaces and to a satin finish.

MECHANICAL:

Faucet holes in splash punched 8" on center. Faucet not included. Includes 1-1/2" I.P.S. Basket Type Waste Drain.



Customer Service Available To Assist You 1-800-645-3166 8:30 am - 7:00 pm E.S.T.

For Orders & Customer Service:

Email: customer@advancetabco.com or Fax: 631-242-6900

For Smart Fabrication™ Quotes:

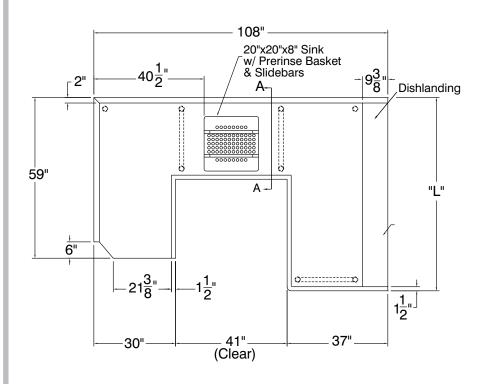
Email: smartfab@advancetabco.com or Fax: 631-586-2933

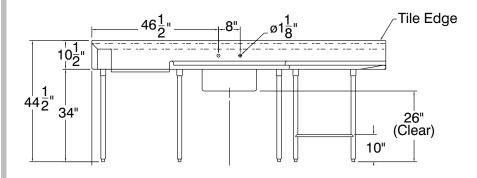
DIMENSIONS and SPECIFICATIONS

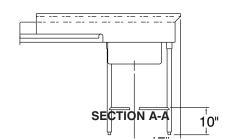
ALL DIMENSIONS ARE TYPICAL TOL \pm .500"

SEE DISH MACHINE COMPATIBILITY CHART TO ENSURE PROPER FIT

Dish Machine Compatibility Chart can be found on our website at www.advancetabco.com under "Product Support"



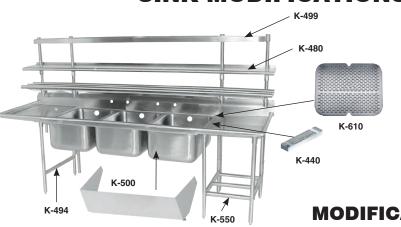






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SINK MODIFICATIONS & ACCESSORIES ®





K-37 Anti-Siphon Vacuum **Braker Holes**



K-72 Leg-To-Wall Brace



K-460A Disposal Cone w/ Control Bracket & **Faucet Holes**



K-461A Install Collar w/ Control Bracket

MODIFICATIONS

K-4	Support Bracket for Lever Waste Drain Handle
K-23	Sink Legs Welded To Undershelf Or Left-To-Right Cross Rails, Shipped Set Up & Crated. (Top Is Not Welded To Legs)
K-23A	Sink Legs Welded To Leg Gussets Under Sink Top & To Undershelf Or Left-To-Right Cross Rails, Shipped Set Up & Crated
K-24	Shell Crating
K-37	Anti-Siphon Vacuum Breaker Holes
K-57	Welded field Joint (Welded in field by others)
K-76	Paint on Sound Deadening
K-77	Splash Cutout (Pipe Chase)
K-106	Mirror Highlite Edge for Sink
K-440	Waste Trough with 2" deep removable basket
K-447	High Backsplash up to 18"
K-448	High Backsplash up to 13"
K-450	Extra Drainboard
K-451	Drainboard Corner Turn
K-452	Control Bracket 8" x 12"
K-452S	Splash Mounted Control Bracket 8" x 12"
K-453	Control Bracket 14" x 16"
K-453S	Splash Mounted Control Bracket 14" x 16"
K-454	Sidesplash
K-456	Scrap Block Installed
K-460	Installation of Disposal Cone with 8" x 12" Control Bracket,
	Faucet Holes (Cone supplied by others)
K-460A	Installation of Disposal Cone with 14" x 16" Control Bracket,
	Faucet Holes (Cone supplied by others)

ACCESSORIES

K-30	Faucet Wall Mounting Bracket
K-72	Leg To Wall Brace
K-350	Residential Finish & Packaging
K-397	Wall Brackets for Sink (Brackets Included with K-495)
K-457	Replacement Rubber Scrap Block (See K-456 for install cost)
K-474	16 ga., '304' Series S/S Leg with S/S Foot
K-475	S/S Legs with S/S Foot
K-477	Replacement Leg Clamp For Adjustable Cross-Bracing
K-477C	Replacement Corner Leg Clamp For Adjustable Cross-Bracing
K-478	Stainless Steel Bullet Foot
K-488	Flanged S/S Bullet Foot
K-493	16 ga., '304' Series S/S Welded Leg Assembly with S/S Feet
K-494	S/S Welded Leg Assembly with S/S Feet
K-497	Galv. Welded Leg Assembly with Plastic Feet
K-497A	Galv. Individual Legs with Plastic Feet
K-496	Leg Assembly For Grease Interceptor w/ Adj. Cross-Bracing & S/S Feet (For Grease Interceptors with 15" Ht. or less. Consult factory for larger
K-610	Grease Interceptors) Perforated Stainless Steel Sink Grid (Specify Bowl Size)

K-461	Install Collar with 8" x 12" control bracket (Collar by others)
K-461A	Install Collar with 14" x 16" control bracket (Collar by others)
K-470	Modify Bowl Depth
K-472	Faucet Hole Revision
K-473	Working Height Revision
K-476	Punch for Over Flow Holes (Holes Only. N/C when ordering K-15)
K-479	Undershelf Under Drainboard
K-480	Stainless Steel 12" Wide Shelf (min. of 3 ft.)
K-480A	Stainless Steel 15" Wide Shelf (min. of 3 ft.)
K-490	Provision for Pot Washer (For "Wells-PW-106" only)
K-491	Provision for Hatco Heater
K-495	Turn Down Backsplash (Includes 2 Brackets. See K-397 Addt'l Sets)
K-498	Tubular Overshelf 12" wide (Min. 3 Ft.)
K-499	Stainless Steel Pot Rack
K-500	Stainless Steel Apron to Cover Sink Bowls
K-500A	17" Stainless Steel Apron to Cover Sink Bowls and Support Lever Drain Handles
K-508	Special Sizing Charge (Larger size cut down to smaller size
K-508A	Special Modification Charge
K-510	Prepare Sink for Undercounter Dishwasher (24" drainboard or larger)
K-520	Poly Board/Stainless Steel Cover Holder
K-550	Stainless Steel Tubular Rack Storage
K-ROD	Weld Support Rods For Poly Sink Cover In Corners Of Sink Bowl

SINK COVERS

Choose Model # & Add The Proper Letter In Place Of The Underscore (). Example: K-2A or FC-455H

	FOR DEEP D	RAWN BOWLS	FOR FABRI	CATED BOWLS
Bowl Size	Poly Covers Model K-2_	S/S Covers Model K-455_	Poly Covers Model K-2_	S/S Covers Model FC-455_
10" x 14"	A	Α	AF	Α
12" x 20"	1	1	IF	1
14" x 14"	Н	Н	HF	Н
14" x 16"	В	В	BF	В
15" x 15"	Not Available	Not Available	MF	М
15" x 24"	Not Available	Not Available	UF	U
16" x 20"	С	С	CF	С
18" x 18"	Not Available	Not Available	JF	J
18" x 24"	D	D	DF	D
20" x 20"	E	E	EF	E
20" x 24"	Not Available	Not Available	PF	Р
20" x 28"	G	G	GF	G
20" x 30"	Not Available	Not Available	SF	S
24" x 30"	Not Available	Not Available	TF	Т
24" x 24"	F	F	FF	F
24" x 36"	Not Available	Not Available	RF	R
30" x 30"	Not Available	Not Available	VF	V
Custom Covers Available. Consult Factory.				

Perforated Stainless Steel Sink Grid (Specify Bowl Size)



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Email: customer@advancetabco.com or Fax: 631-242-6900

For Smart Fabrication™ Quotes: Email: smartfab@advancetabco.com or Fax: 631-586-2933

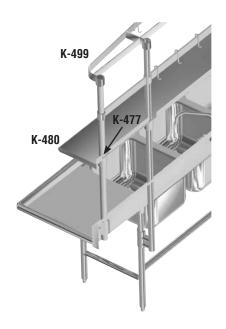
ADVANCE TABCO is constantly engaged in a program of improving our products. Therefore, we reserve the right to change specifications without prior notice. © ADVANCE TABCO, APRIL 2021

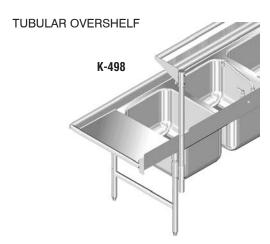
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POT RACK & TUBULAR OVERSHELF DETAILS AND SPECIFICATIONS

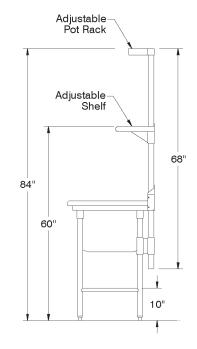
ADJUSTABLE POT RACK & SHELF

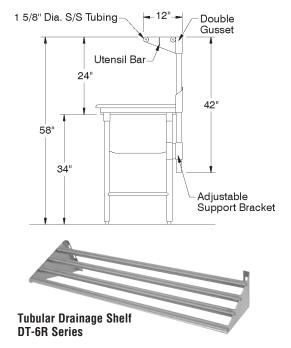




Model #	Description	Qty
K-477	Mounting Provision for Sink Mounted Pot Rack or Shelf	
K-480	12" Wide Stainless Steel Shelf	
K-498	Tubular Overshelf (min. 3 ft.)	
K-499	Stainless Steel Pot Rack	
DT-6R-36	3' Tubular Wall Mounted Drainage Shelf	
DT-6R-48	4' Tubular Wall Mounted Drainage Shelf	
DT-6R-60	5' Tubular Wall Mounted Drainage Shelf	
DT-6R-72	6' Tubular Wall Mounted Drainage Shelf	

ltem #:	Qty #:
Model #:	
Project #:	







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TEXAS Fax: (972) 932-4795 **NEVADA**

Fax: (775) 972-1578

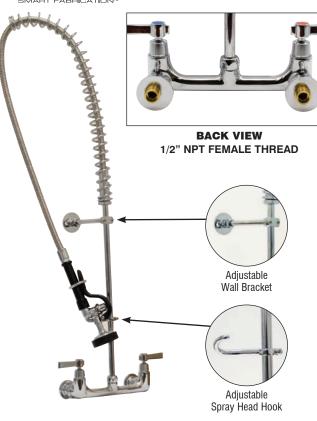
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DTA-53 SPLASH MOUNT PRERINSE FAUCET

Conforms To NSF 61/9 Lead Free Requirements





WARNING:

Faucet(s) on this page may expose you to chemicals, including lead, that are known to the State of California to cause cancer or birth defects or other reproductive harm. For more Info.,visit www.p65warnings.ca.gov.



FEATURES:

8" O.C. water supply.

Quarter-turn wedge style handles.

Colored hot & cold Indexes.

Spray head with continuous water flow ring.

Heavy duty hose spring.

Wall mount bracket.

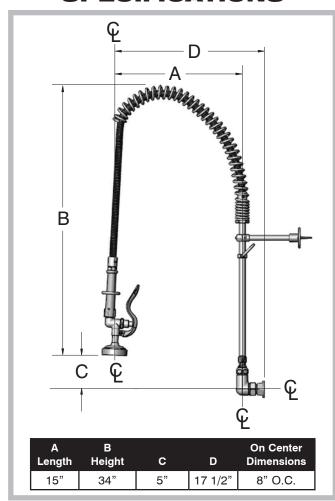
Adjustable spray head hook. Flow Rate: 1.6 GPM @ 60 PSI

MATERIAL:

Brass chrome plated body. Chrome plated handles.



DIMENSIONS and SPECIFICATIONS





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P-TRAPS & CONTINUOUS WASTES

3 Compartment Continuous Waste



K-351

Chrome Plated P-Trap

STANDARD22 Gauge - 1-1/2" IPS
7-PS-14

HEAVY DUTY 17 Gauge - 1-1/2" IPS 7-PS-10



Offset Tail Piece



K-46



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NEW YORK Fax: (631) 242-6900 **GEORGIA** Fax: (770) 775-5625

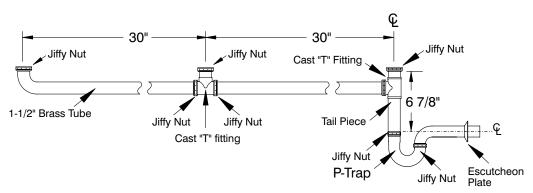
TEXASFax: (972) 932-4795

NEVADA Fax: (775) 972-1578

DIMENSIONS and SPECIFICATIONS

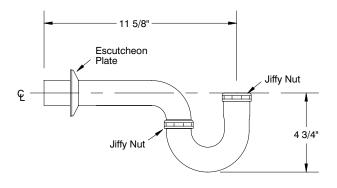
TOL ± .125" ALL DIMENSIONS ARE TYPICAL





K-351

Chrome Plated P-Trap



STANDARD

22 Gauge - 1-1/2" IPS

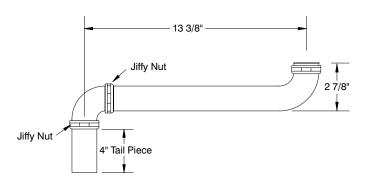
7-PS-14

HEAVY DUTY

17 Gauge - 1-1/2" IPS

7-PS-10

Offset Tail Piece



K-46



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DTA-95

Dishtable Modifications & Accessories



DTA-87

DTA-82



DTA-4



MODIFICATIONS

K-23	Welded Set-Up/Crated
K-24	Shell Crating
K-37	Anti-Siphon Vacuum Breaker Hole
K-57	Welded Field Joint (Welded In Field By Others)
K-76	Paint On Sound Deadening
K-77	Splash Cut-Out (Pipe Chase)
K-440	Waste Trough Installation Welded Into Table And Furnished With A 2" Deep Removable Basket
K-452	Control Bracket 8" x 12"
K-453	Control Bracket 14" x 16"
K-454	Side Splash
K-456	Scrap Block Installed (Includes Rubber Scrap Block)
K-460	Disposal Cone Welded Into Table And Furnished With 8" x 12" Control Bracket & Faucet Holes (Supplied By Others)
K-460A	Installation Of Disposal Cone With 14" x 16" Control Bracket, Faucet Holes (Cone Supplied By Others)
K-461	Disposal Collar Welded Into Sink Bowl And Furnished With 8" x 12" Control Bracket (Supplied By Others)
K-461A	Disposal Collar Welded Into Sink Bowl And Furnished With 14" x 16" Control Bracket (Supplied By Others)
K-472	Special Faucet Hole Location
K-495	Turn Down Backsplash (Incl. 2 Brackets. See K-397 For Addt'l Sets)
K-508A	Special Modification Charge
K-550	Stainless Steel Tubular Rack Storage
DTA-40	Drain Hole (For Sorting Table)

DTA-45	Scrap Trough Welded To Dump Sink - Min. Scrap Trough Length Is 3'. Max. Length Is 8'. For 20" x 20" x 8" Bowl Spec-Line Soil S30 Series Only Consult Factory For Trough Lengths Exceeding 8 Feet
DTA-46	Inside Mitered Corner
DTA-66	Provision For Dishlanding On Straight Soil Table (Min 4')
DTA-70	Install Booster Heater Brackets (Brackets By Others)
DTA-72	Provision For Side Loader
DTA-75	Provision For Limit Switch (Limit Switch By Others)
DTA-76	Move Prerinse Sink To Conform To Dishmachine Requirements. Please Specify Machine When Placing Order
DTA-78	Notch In Backsplash Return To Clear Handle Please Specify Machine When Placing Order
DTA-81	S/S Welded Leg Assembly with S/S Feet
DTA-82	15" x 20" x 8" Undercounter Dump Sink
DTA-84	Simple Pass-Thru (Specify Wall Thickness - Min. Length 36")
DTA-87	Pass-Thru Wall Frame (Specify Wall Thickness - Min. Length 36")
DTA-95	Install Scrapper Top
DTA-96	Install Trough Collector
DTA-99A	16" x 20" x 12" Sink Bowls
DTA-99B	20" x 20" x 12" Sink Bowls
DTA-99C	10" x 14" x 5" Dump Sink
DTA-99D	18" x 24" x 14" Sink
DTA-99E	24" x 24" x 14" Sink
DTA-106	Mirror Highlight To Dishtable Upgrade

ACCESSORIES

K-4	Lever Drain Bracket
K-5	Twist Handle Operated Drain
K-15	Twist Handle Operated Drain With Overflow
K-397	Wall Brackets (2 Each. Brackets Included With K-495)
K-455C	Stainless Steel Sink Cover 16" x 20"
K-455E	Stainless Steel Sink Cover 20" x 20"
K-457	Replacement Rubber Scrap Block (See K-456 For Install Cost)
K-475	Replacement S/S Leg With Stainless Steel Bullet Foot
K-478	Replacement Stainless Steel Bullet Foot
K-488	Flanged S/S Bullet Foot
K-550	Stainless Steel Tubular Rack Storage
K-610	Perforated Stainless Steel Sink Grid (Specify Bowl Size)
K-700D	12" High Removable Side Splash For Dishtables (Specify Model)
DTA-53	SPEC-LINE Heavy Duty Prerinse Faucet
DTA-51	Pre-Rinse Slide Bar for 18" x 24" Fab. Sink Bowls

DTA-52	Pre-Rinse Slide Bar for 24" x 24" Fab. Sink Bowls
DTA-55	Column Notch (Includes Splash)
DTA-56	Addt'l Length On 59" Side Of Corner Or Straight Tables
DTA-58	Pre-Rinse Basket w/ Slide Bar for 18" x 24" Fab. Sink Bowls
DTA-59	Pre-Rinse Basket w/ Slide Bar for 24" x 24" Fab. Sink Bowls
DTA-60	Prerinse Slide Bar for 20" x 20" Fab. Sink Bowls
DTA-62	Prerinse Basket For 20" x 20" Deep Drawn Bowls
DTA-63	Prerinse Slide Bar For 20" x 20" Deep Drawn Bowls
DTA-64	Prerinse Slide Bar For 16" x 20" Fab. Sink Bowls
DTA-65	Prerinse Slide Bar For 16" x 20" Deep Drawn Bowls
DTA-67	Stainless Steel Rear Cross-Bracing (Factory Installed Only)
DTA-69	Prerinse Basket For 16" x 20" Deep Drawn Bowls
DTA-100	Prerinse Basket with Slide Bar for 20" x 20" Fab. Sink Bowls
DTA-125	Prerinse Basket with Slide Bar for 16" x 20" Fab. Sink Bowls
DTA-125A	Perforated Basket for DTA-82 Dump Sink



ADDITIONAL DISHTABLE ACCESSORIES

For More Faucet Options & Faucet Specs, See Faucet Specifications

WARNING:

Faucet(s) on this page may expose you to chemicals, including lead, that are known to the State of California to cause cancer or birth defects or other reproductive harm. For more Info., visit www.p65warnings.ca.gov.

Prerinse Baskets with Welded Slide Bar For Fabricated Bowls

Model #	Fits Bowls	Wt.	Cu.	
DTA-125	16" x 20" x 4"	9 lbs.	1	
DTA-100	20" x 20" x 4"	12 lbs.	1	
Large Size Baskets				
DTA-58	18" x 24" x 4"	11 lbs.	1	
DTA-59	24" x 24" x 4"	20 lbs.	1	



Prerinse Slide Bars For Fabricated Bowls

Model #	Fits Bowls	Wt.	Cu.
DTA-64	16" x 20"	7 lbs.	1
DTA-60	20" x 20"	9 lbs.	1
Large	e Size Prerins	e Slide Bar	S
DTA-51	18" x 24"	8 lbs.	1
DTA-52	24" x 24"	10 lbs.	1



Prerinse Baskets with Welded Slide Bar For Deep Drawn Bowls

Model #	Fits Bowls	Wt.	Cu.
DTA-69	16" x 20" x 4"	9 lbs.	1
DTA-62	20" x 20" x 4"	12 lbs.	1



Prerinse Slide Bars for Deep Drawn Bowls

Model #	Fits Bowls	Wt.	Cu.
DTA-65	16" x 20"	7 lbs.	1
DTA-63	20" x 20"	9 lbs.	1





K-119 8" O.C.

16" Spout

SPEC-LINE EXTRA HEAVY DUTY

Prerinse Faucet

DTA-53 8"O.C.

Wall Bracket Included

Splash Mounted

Interchangeable with T&S Brand Faucets T&S Equivalent = B133-B





Mtd. Add-A-Faucet for K-116 **Prerinse Faucet**

K-117-TS



Splash Mounted Faucet

K-101 8" O.C.

8" Spout





Lever Operated Drain





Lever Drain Support Bracket

K-4



INDIVIDUAL Stainless Steel Legs with Stainless Steel Adjustable Bullet Feet

K-475



K-455

Stainless Steel Sink Compartment Covers



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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

					1011
	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	
1	Name of business entity filing form, and the city, state and country of business.			cate Number: 1180853	
	Cook's Direct Inc.			2200000	
	Warrenville, IL United States		Date F	iled:	
2	Name of governmental entity or state agency that is a party to the c	contract for which the form is	06/26/	2024	
_	being filed.				
	Williamson County Jail		Date A	cknowledged:	
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided	or state agency to track or identify dunder the contract.	the cor	ntract, and prov	ide a
	063022-COK				*
	Dish Machine Tray Washer				
4				Nature of	interest
4	Name of Interested Party C	City, State, Country (place of busine	ess)	(check ap	plicable)
				Controlling	Intermediary
			$\neg \uparrow$		
	*				
			_		
5	Check only if there is NO Interested Party,				
6	UNSWORN DECLARATION				
	My name is	and my date of t	birth is _		
	My address is	(4)		(-l	USA.
	(street)	(cliy) (sta	ate)	(zip code)	(country)
	declare under penalty of perjury that the foregoing is true and correct.				, and
	Executed in DuPage County, 8	State of TL on the	<u>26</u> de	ay of Juny	0, 20 <u>24</u> . (year)
		Shi 1/1/20	7		
		Ilm I cura	u)		
		Signature of authorized agent of cont	tracting	business entity	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

						1011	
	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		
1	Name of business entity filing form, and the city, state and count of business.	filing form, and the city, state and country of the business entity's place			Certificate Number: 2024-1180853		
	Cook's Direct Inc.			2024	-1100033		
	Warrenville, IL United States			Date I	Filed:		
2	Name of governmental entity or state agency that is a party to the	e contract for which the for	m is	06/26	6/2024		
	being filed.						
	Williamson County Jail				Acknowledged: 6/2024		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide		or identify	the co	ontract, and prov	vide a	
	063022 - COK						
	Dish Machine Tray Washer						
4	1				Nature of		
	Name of Interested Party	City, State, Country (plac	e of busine	ess)	(check ap		
					Controlling	Intermediary	
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is	, and r	my date of b	oirth is		·	
	My address is(street)	,(city)	,(sta	, _ ate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correc	·t					
	Executed inCounty	y, State of	, on the _	d	lay of (month)	, 20 (year)	
					(monut)	(year)	
		Signature of authorized aç (Decla		racting	business entity		

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of Amendment to Fire Alarm Monitoring Services with Johnson Controls Fire Protection LP or Facilities

39.

Management

Submitted For: Joy Simonton Submitted By: Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Amendment #1 between Williamson County and Johnson Controls Fire Protection LP, by adding a location to the original contract previously approved on 05.02.2023 agenda item #24 and authorizing execution of the agreement.

Background

Williamson County Facilities Management Department is requesting to add the Williamson County Museum to the original agreement approved on 05.02.2023 agenda item #24 for Fire Alarm Monitoring with Johnson Controls Protection LP. Total cost for two (2) years has increased to \$26,174.00 from the original \$24,476.00. Funding source 01.0100.0509.004500. Department point of contacts are Christi Stromberg or Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #1 1295 Form

Final Approval Date: 07/10/2024

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 08:59 AM County Judge Exec Asst. Becky Pruitt 07/10/2024 11:19 AM

Form Started By: Andrew Portillo Started On: 06/28/2024 01:25 PM



THIS AMENDMENT TO SCOPE OF WORK (the "Amendment") is entered into this day of , by and between **Johnson Controls Fire Protection** (the "Company"), and **Williamson County, Texas** (the "Customer"), to amend, change and modify the Master Monitoring Agreement between Company and Customer dated April 19, 2024 (the "Agreement").

WITNESSETH:

The Scope of Work of the Agreement is hereby amended as follows:

Add Williamson County Museum 1001 to Master Monitoring Agreement Attached

- Williamson County Museum: 716 S Austin Avenue, Georgetown, TX
- Annual Cellular Fire Alarm Monitoring Fee: \$688.00 = \$688.00

Any equipment and/or services provided pursuant to this Amendment to Scope of Work shall be provided pursuant to the terms and conditions of the Agreement between the parties. The Agreement, as modified herein, constitutes entire agreement between the parties, which can be modified only by a written agreement signed by both parties.

IN WITNESS WHEREOF, the agreement should become effective as of the last party's execution.

Johnson Controls Fire Protection		
("Customer")	("Customer")	
By: Joe Hixon	Ву:	
Print: Joe Hixon	Print:	
Title:Service Manager	Title:	
Date:6/15/2024	Date:	





Contract #030421-JHN

Date: 2/17/2023

#030421-JHN Williamson County (#9076)

				()			,		
Contract #	ACE Customer #	Site Name	Address	City	State	Zip	Fire Alarm Monitoring \$	Fire Alarm Mon Acct #	Annual Total of Monitoring \$
NEW	570488	Williamson County Historical Courthouse 1000	710 S Main St	Georgetown	Texas	78626	\$527.00	204-3958	\$527.00
NEW	571238	Williamson County Justice Center 1009	405 Martin Luther King St	Georgetown	Texas	78626	\$688.00	W391038286	\$688.00
NEW	4385496	William S Lott Building 1011	107 HOLLY ST	Georgetown	Texas	78626	\$688.00	203-6195	\$688.00
NEW	1088514	WilliamsonCountyCentralMaintenanceFacilityCMF1026	3151 Se Inner Loop	Georgetown	Texas	78626	\$527.00	H023265710	\$527.00
NEW	571235	Williamson County Cedar Park Annex 1032	350 Discovery Blvd	Cedar Park	Texas	78613	\$527.00	205-2551	\$527.00
NEW	1798201	Williamson County Taylor Annex 1033	412 Vance St	Taylor	Texas	76574	\$527.00	H023265271	\$527.00
NEW	1088516	Williamson County Inner Loop Annex 1043	301 Se Innerloop	Georgetown	Texas	78626	\$527.00	119-1497	\$527.00
NEW	705131	Williamson County Juvenile Justice Center 1045	200 Wilco Way	Georgetown	Texas	78626	\$527.00	202-2400	\$527.00
NEW	4385501	Williamson County Expo Center 1047	5350 BILL PICKETT TRL	Taylor	Texas	76574	\$527.00	212-5146	\$527.00
NEW	4298679	Williamson County Expo Pavilion 1047	5352 BILL PICKETT TRL	Taylor	Texas	76574	\$688.00	U687038149	\$688.00
NEW	2190169	Williamson County Jester Annex 1066	1801 E Old Settlers Rd	Round Rock	Texas	78664	\$527.00	209-6306	\$527.00
NEW	1963272	Williamson County Public Safety Building 1082	1781 E Old Settlers Blvd	Round Rock	Texas	78664	\$527.00	209-6313	\$527.00
NEW	2191890	WilliamsonCountyEmergencySrvOpsCenter(ESOC)1071	911 Tracy Chambers Ln	Georgetown	Texas	78626	\$527.00	106-7841	\$527.00
NEW	2462489	Williamson County Animal Shelter WCRAS	1855 Se Inner Loop	Georgetown	Texas	78626	\$527.00	H023266268	\$527.00
NEW	2584686	Williamson County SOTC 1075	8160 Chandler Rd	Hutto	Texas	78634	\$527.00	H023264714	\$527.00
NEW	2580272	Williamson County Health District (Texas Ave) 1073	355 Texas Ave	Round Rock	Texas	78664	\$527.00	215-1471	\$527.00
NEW	2604630	Williamson County Wireless Communications 1077	3171 Se Inner Loop	Georgetown	Texas	78626	\$527.00	215-1943	\$527.00
NEW	2604632	Williamson County EMS Training Center 1078	3189 Se Inner Loop	Georgetown	Texas	78626	\$527.00	215-1945	\$527.00
NEW	2604631	Williamson County Impound & Inspections 1079	3181 Se Inner Loop	Georgetown	Texas	78626	\$527.00	215-1944	\$527.00
NEW	2655353	Williamson County Georgetown Annex 1080	100 Wilco Way Pct 3 Annex	Georgetown	Texas	78626	\$527.00	H023265376	\$527.00
NEW	4384599	Williamson County Children's Advocacy Center 1064	1811 SE Inner Loop	Georgetown	Texas	78626	\$688.00	W391038014	\$688.00
80943732	1088512	Williamson County CTTC 1042	601 N Alligator St	Granger	Texas	76530	\$688.00	W392030292	\$688.00
NEW	717697	Williamson County Museum	716 S Austin Ave	Georgetown	Texas	78626	\$688.00	PENDING	\$688.00

Overall Total: \$13,087.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Name of business entity filing form, and the city, state and country of the business entity's place of business. 2024-1181188 Johnson Controls Fire Protection LP	
Austin, TX United States Date Filed:	
Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	
Williamson County	
Provide the Identification number used by the governmental entity or state agency to track or Identify the contract, and produced description of the services, goods, or other property to be provided under the contract.	ovide a
2023151 Fire alarm monitoring services.	
	of interest applicable)
Controlling	Intermediary
	1
5 Check only If there is NO Interested Party.	
6 UNSWORN DECLARATION	1
My name is Spencer Goodrich 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 Monogswin County, State of West on the 26 day of June (mont)) (year)
Signature of authorized agent of contracting business ent	ty
(Declarant)	V4.1.0.d378aba

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.	entity filing form, and the city, state and country of the business entity's place			
	Johnson Controls Fire Protection LP		202	24-1181188	
	Austin, TX United States		Date	e Filed:	
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	06/2	26/2024	
	being filed.		Dot	e Acknowledged:	
	Williamson County			28/2024	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provide		entify the o	contract, and prov	vide a
	2023151				
	Fire alarm monitoring services.				
4	!			Nature of	
	Name of Interested Party	City, State, Country (place of b	usiness)	(check ap	
				Controlling	Intermediary
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my da	te of birth	is	
	My address is(street)	,(city)	, (state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correc				
	Executed inCounty	y, State of, on	the	_day of(month)	
				(month)	(year)
		Cimpature - f - wh-	f navitive of	an bunings and	
		Signature of authorized agent o (Declarant)	τ contractir	ng business entity	

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Approval of Contract for Construction with Parsons Roofing Company, Inc. for 909 S Austin Ave. - Old Carquest

40.

Building - New Roof 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, #2024231, with Parsons Roofing Company, Inc. for 909 S Austin Ave. – Old Carquest Building – New Roof for Facilities Management, in the amount of \$116,518.00, pursuant to Cooperative Purchasing – TIPS - Contract Number #211001 and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and Parsons Roofing Company, Inc, relates to the new roofing project at 909 S Austin Avenue, old Carquest Building, Georgetown, Texas 78626. Detailed Scope of Work is attached. Funding Source is 01.0100.0509.004509. The Department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - Parsons Roofing Company, Inc.

Form Review

Inbox Reviewed By Dat

Purchasing (Originator) Joy Simonton 07/10/2024 10:20 AM County Judge Exec Asst. Becky Pruitt 07/10/2024 11:24 AM

Form Started By: Stacian Williams Started On: 07/03/2024 09:48 AM

Final Approval Date: 07/10/2024



CONTRACT FOR CONSTRUCTION (Cooperative Purchasing – TIPS – Contract Number 211001)

PROJECT: 909 S Austin Ave. - Old Carquest Building - New Roof ("Project")

GENERAL CONTRACTOR: Parsons Roofing Company, Inc. ("GC")

Roger Parsons. Owner

PO Box 21835

Waco, TX 76702-1835

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 **909 S Austin Ave. – Old Carquest building – New Roof** (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.

2.2.1

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.

2.2.2

It is understood and agreed that GC shall not in any sense be considered a partner or joint venturer with County, nor shall GC hold himself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. GC 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 County other than what may be expressly allowed under this Contract.

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 Fifty (150) 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 (1**st) **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 Sixteen Thousand Five Hundred Eighteen Dollars (\$116,518).

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 **Eleven Thousand Six Hundred Fifty-One Dollars (\$ 11,351)** 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 <u>fifteen</u> <u>percent (15%)</u> for Work performed directly by GC for any specific change.

4.4.2

For Managing Subcontracted Work: GC may add up to <u>ten percent (10%)</u> 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:

511

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, agrees and will comply with any and 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 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:

Parsons Roofing Company, Inc. Roger Parsons, Owner PO Box 21835 Waco, TX 76702-1835

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: Casey Whicker

Project Superintendent: Zach B.

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

Williamson County Commissioners Court

401 W. 6th Street

Georgetown, Texas 78626

Office of General Counsel

GC: Parsons Roofing Company, Inc.

PO Box 21835

and to:

Waco, TX 76702-1835

Attention: Roger Parsons

Owner

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 #211001; 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 # 211001; 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:		
Parsons Roofing Company, Inc.	Williamson County, Texas		
D. II	Dvv		
By: Signature	By: Signature		
Stuart Parsons			
Printed Name	Printed Name		
President			
Title	Title		
Data Signed: July 2.2024	Date Signed:		
Date Signed: July 2,2024	Date Signed:		

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

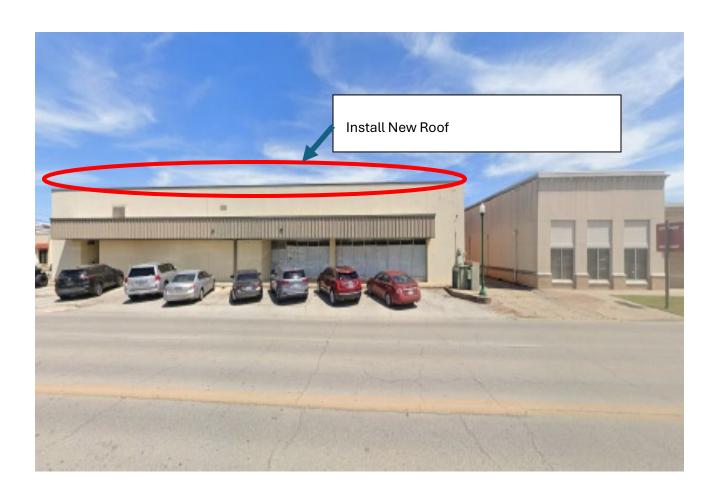
909 S Austin Avenue - Old Carquest Building

Scope of Work:

- 1. Remove debris from roof area.
- 2. Install 1/2" DensDeck cover board over existing roofing system, adhering in accordance with roofing manufacturer.
- 3. Contractor shall furnish and fully adhere, a white 50 mil single-ply membrane roofing system that is fabricated of a weft inserted low-shrink, anti-wicking polyester fabric and has a thermoplastic coating material laminated to both sides as manufactured by Duro-Last Roofing, Inc.
- 4. Install prefabricated flashings around all curbs, deck penetrations and drains in accordance with membrane manufacturer specifications.
- 5. Encapsulate all parapet walls and cover expansion joints with Duro-Last membrane.
- 6. Install 24ga prefinished fascia bar with Kynar-coated metal cover, at roof perimeter.
- 7. Dispose of all debris in an approved facility in accordance with all local, state and federal regulations.
- 8. Install walkpads on serviceable side of AC units.
- 9. Includes wrapping backside of parapet wall where metal roof join and terminating at bottom of wall.

909 S Austin Avenue, Georgetown, TX





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
		and the second s

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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	Direct Collin Educati	2 y name not one in the compliant controllers for all actions connected to tribe in systems
THE TOTAL OF THE T	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.
	CEIEIIVOS	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	RESTROOM MIRRORS	Frameless type. Do Not butt to counter of backsplash below.
NOOF3	WALKWAY MATS	Fully adhered well-way mate from reaf access points to machanical maintnenance access location for reaf ten units
		Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
BAAINITENIANICE	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
MAINTENANCE	EACH ITIES OF OCET	All he fall and the fall and the second sector for the fall and the fall and the second sector and the fall a
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
	LANUTORIAL CLOSET	spare carpet tiles, ladders, etc.
		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 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 / GAR	AGE / 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
	OMENIATION	mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

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EXHIBIT B



MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

Type of Coverage Limits of Liability

1. Worker's Compensation Statutory

2. Employer's Liability

Bodily Injury by Accident \$500,000 Ea. Accident Bodily Injury by Disease \$500,000 Ea. Employee Bodily Injury by Disease \$500,000 Policy Limit

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

COVERAGE PER OCCURRENCE

Commercial

General Liability \$1,000,000

(including premises, completed operations and contractual)

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.
- 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.



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 Subsubcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

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1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

- .1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.
- .2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

2.1 GENERAL

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

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2.2 OWNER

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2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

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2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

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2.6.2

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

2.6.3

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

2.6.4

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

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1

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

3.1.2

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

3.1.3

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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- .1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.
- .2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

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3.4 LABOR AND MATERIALS

3.4.1

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

- .1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined in Paragraph 3.4.1.2 below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the 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 of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.
 - **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. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the

Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

- .3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to Paragraph 3.4.1.2 above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

- .6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this Section 3.4 and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.
- .7 Prevailing Wage Retainage. Money retained pursuant to this Section 3.4 shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under Paragraphs 3.4.2 and 3.4.3.
- **.8** No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this Section 3.4.

3.4.2

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

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating

procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3

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

3.4.4

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

3.4.5.

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

3.5 WARRANTY

3.5.1

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

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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.

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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

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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.

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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)

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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.

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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

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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

UGCs Page 22 of 72 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

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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, 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.

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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.

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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

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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.

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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.

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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.
- or Subcontractor 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

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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.

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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.

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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

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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

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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

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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**.

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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

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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 be entitled to a reasonable time extension for the period of concurrent delay, as may be agreed to in writing between Contractor and Owner.

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

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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.

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.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

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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 <u>five</u> 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

UGCs Form rev. 061224 **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.

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- **.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.

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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.

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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)

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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.

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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.

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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

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.3 terms of warranties required by the Contract Documents.

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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,

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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.

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10.2.10

The Contractor shall promptly report 8.7 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**.

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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

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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

UGCs Page 56 of 72 (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

UGCs Page 57 of 72 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,

UGCs Page 58 of 72 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 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

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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).

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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.

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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**

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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

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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.

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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

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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

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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.

13.13 SECURED FACILITIES

In the event any Work is performed in, on or around a secured facility owned or operated by Owner (*i.e.* Owner's jail, juvenile center, detention center, etc.), Contractor shall be required to obtain and provide to Owner background checks of each individual (employees and representatives of Contractor, Subcontractors and Sub-Subcontractors) who performs any Work at a secured facility prior to such individual's access to a secured facility. Owner shall have a right to refuse access to any individual who has a criminal history that would possibly jeopardize the safety and security of a secured facility.

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, Subsubcontractor 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

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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.

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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

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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

For Construction Manager At-Risk Contracts, upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract between Owner and Construction Manager-At-Risk. For all other contracts, upon such termination, Contractor shall recover costs of the Work executed, including reasonable overhead and profit, costs incurred to and including the date of termination, will be due and payable in accordance with the Contract Documents.

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.

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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.

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15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

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

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TIPS #211001



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Purchaser:	Date:
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City, State, Zip:	Job Name:
Telephone:	Job Location:
E-Mail Address:	Contractors Work To Begin:
Fax:	Salesman:
Subject to a prompt acceptance within days from above PARSONS COMMERCIAL ROOFING, INC. ("Contractor") properties of the properties o	e date, and further subject to all terms and conditions below. proposes to furnish materials and labor as hereafter specified for the
Scope of work:	
The contract sum due contractor for the work is:	Base Bid: on completion. Sales Tax: ()
Terms: 60% draw upon order of materials and balance due upo	
	Parsons Commercial Roofing, Inc
Ву:	By:
Title:	Title:
ACCEPTANCE: The undersigned ("Purchaser") by execution contained herein as a binding contract.	hereof accepts this document and all of its terms and conditions
Date:	Date:
THE STATE OF TEXAS COUNTY OF	
THIS INSTRUMENT was acknowledged before me on:	By: Notary Public in and for The State of Texas
	My Commission Expires:

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.				OFFICE USE ONLY		
1	Name of business entity filing form, and the city, state and country of the business entity's place			CERTIFICATION OF FILING Certificate Number:		
_	of business.			2024-1182651		
	Parsons Commercial Roofing Lorena , TX United States		Date	Filed:		
2	Name of governmental entity or state agency that is a party to	the contract for which the form i	07/0	1/2024		
	being filed. Williamson County		Date	Acknowledged:		
	williamson county					
3	Provide the identification number used by the governmental endescription of the services, goods, or other property to be provided in the services.		dentify the c	ontract, and prov	vide a	
	Bldg. #1083.					
	Commercial Roofing and Repairs					
4			:	Nature of interest (check applicable)		
	Name of Interested Party	City, State, Country (place of	business)	Controlling	Intermediary	
					-	
				<u> </u>		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name isStuart Parsons	, and my date of birth is				
	My address is	Clifton	. TX .	76634	,_USA	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and corr	rect.				
	Executed in Falls Cou	inty State of Texas	on the 1	day of JUIV	. 20 24 .	
	Out	, State of 10/40,		(month)	, 20 <u></u> (year)	
Signature of authorized agent of contracting business entity (Declarant)						
			ot contractin t)	g business entity		

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

					1011		
	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.		CF	OFFICE USE			
1	Name of business entity filing form, and the city, state and count	siness entity filing form, and the city, state and country of the business entity's place			CERTIFICATION OF FILING Certificate Number:		
	of business. Parsons Commercial Roofing		2024	4-1182651			
	Lorena , TX United States		Date	Filed:			
2	Name of governmental entity or state agency that is a party to th	ne contract for which the form is		1/2024			
	being filed.						
	Williamson County			Acknowledged: 3/2024			
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		y the c	ontract, and prov	vide a		
	Bldg. #1083.						
	Commercial Roofing and Repairs						
4				Nature of			
	Name of Interested Party	City, State, Country (place of busin	ness)	(check ap			
				Controlling	Intermediary		
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is, and my date of birth is						
	Mar address is						
	My address is(street)	(city) (s	state)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correc	ot.					
	Executed inCounty	v. State ofon the		day of	20		
	Count	,, State of, off the		(month)	, 20 (year)		
		Signature of authorized agent of cor (Declarant)	ntractin	g business entity			

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Amendment No. 1 to Supplemental Agreement for Design & Engineering Services - EMS Medic 42 New Building

Submitted For: Dale Butler Submitted By: Christy Matoska, Facilities Managemen

41.

Department: Facilities Management **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement for Design & Engineering Services between Williamson County and The Lawrence Group of Architects of Austin, Inc. relating to the EMS Medic 42 New Building (P602).

Background

Amendment No. 1 to the Supplemental Agreement for Design & Engineering Services between Williamson County and The Lawrence Group of Architects of Austin, Inc. is made to amend the language relating to Article #3 - Time for Performance of Additional Services. There is no increase in funds.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
110111/10	Acct No.	Description	Amount

Attachments

EMS Medic 42 New Building

Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 07/02/2024 03:06 PM

 County Judge Exec Asst.
 Becky Pruitt
 07/09/2024 10:55 AM

Form Started By: Christy Matoska Started On: 07/01/2024 02:36 PM

Final Approval Date: 07/09/2024



AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: EMS Medic 42 New Building ("Project")

ARCHITECT/

ENGINEER: The Lawrence Group of Architects of Austin, Inc. ("A/E")

Luma Jaffer, Managing Principal

Barton Oaks Plaza Four

901 MoPac Expressway, South, Suite 180

Austin, TX 78746

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Facilities Department

Director of Facilities 3101 SE Inner Loop

Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to <u>Supplemental Agreement for Design and Engineering Services</u> ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed that certain <u>Supplemental Agreement for Design and Engineering Services</u> ("Agreement") being dated effective <u>5/22/24</u>, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

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

WHEREAS, the parties wish to amend the language relating to Time for Performance of Additional Services under Article 3 of the Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. <u>Amendment to Article 3 – Time for Performance of Additional Services</u>

Article 3 – Time for Performance of Additional Services shall be amended and supplanted by the following:

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

II. Terms of Agreement Control and Extent of Amendment No. 1

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

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	COUNTY:		
The Lawrence Group Architects of Austin, Inc.	Williamson County, Texas		
By:	By:		
Signature	· · ·		
Luma Jaffar			
Printed Name	Printed Name		
Managing Principal			
Title	Title		
Date Signed: <u>07/02/2024</u>	Date Signed:		

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)		
	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		

rev. 3/11/2024 1 of 2

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.
	CEIEITGS	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	RESTROOM WIIRRORS	Traincless type. Do Not butt to counter of buckspidsh below.
NOO13	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	EQUITIVIENT EII 13	Trovide cranes in accessible locations to increpan equipment where roomed equipment is instance (ineet osnia & aivsi 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,
	TACILITIES CLOSET	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.
		Automatic hand dryers at restrooms.
	RESTROOM ACCESSORIES	Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
LANDSCAPING		Double foil 3.3. tollet paper dispensers, main tower dispensers, name di yers provided by which 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 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.
MARCHOLICE ACC	ACE / CHORS	No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GAR	AGE / SHOPS	Dutilities automatical about the great that the greath and decay from North and Could be also for any after the could be great that the greath and decay from North and Could be also for a life of the could be greater than the
	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.

rev. 3/11/2024 2 of 2

Meeting Date: 07/16/2024

Road & Bridge Yard Fence - Change Order #2

Submitted For: Dale Butler

Department: Facilities Management **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 2 from J.T. Vaughn Construction for the Road & Bridge Yard Fence Project in the amount of \$7,427.00, which was approved by Williamson County Facilities Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change order is for additional labor and extension of time. Williamson County Facilities Road & Bridge Yard Fence Project. Trenton Jacobs was delegated change order approval authority for this project on March 10th, 2022 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To Acct No. Description Amount

Attachments

R&B New Yard Fence - CO2

Final Approval Date: 07/10/2024

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/1

 Hal Hawes
 07/10/2024 10:54 AM

 Facilities Management (Originator)
 Christy Matoska
 07/10/2024 11:00 AM

 Hal Hawes
 Hal Hawes
 07/10/2024 11:04 AM

 County Judge Exec Asst.
 Becky Pruitt
 07/10/2024 12:37 PM

Form Started By: Christy Matoska Started On: 07/02/2024 03:40 PM

42.

Submitted By: Christy Matoska, Facilities Managemen

Change Order Form Form rev. 02/24



CHANGE ORDER Road & Bridge Yard Fence

CHANGE ORDER NO: 02		NTP Date: 2/20/24
DATE OF ISSUANCE: 06/07/24		
Contractor: J.T. Vaugl	hn Construction, LLC.	
Architect/ Engineer: Trenton Ja		
EXPLANATION: 1. Provide electrical to gate	operators	
CONTRACT CHANGE: 1. Additional labor and exter	nd expiration date by 10 days.	
Original Contract Amount		\$ 273,476.00
Net change by previously submit	ted Change Orders	\$ 26,639.00
	e Order was	
Contract Sum be increased by th	is Change Order in the amount of	\$ 7,427.00
	this Change Order will be	
Percentage Increase of Change	Orders over Original Contract Amount (Not to Exceed 25% per state law)	12.5 %
The Contract Time will be change	ed by	10 days
The date of Substantial Completi	on as of the date of this Change Order	06/12/24
RECOMMENDED BY: Mike Simpson Secretary	M. C	07/02/2024
Contractor's Printed Name	Signature	Date
REVIEWED BY:		
Trenton Jacobs	Put At Jak	Jul 2, 2024
Architect/ Engineer Name	Signature	Date
ACCEPTED BY:		
Trenton Jacobs	Pout At Carl	Jul 5, 2024
Owner's Representative	Signature	Date

Page 1 of 1

1033-24-01 4509.1033

RB Yard Fence_JT Vaughn_CO2_2024.07.02

Final Audit Report 2024-07-02

Created: 2024-07-02

By: Christy Matoska (christy.matoska@wilco.org)

Status: Signed

Transaction ID: CBJCHBCAABAAST4mrNTklIdO9X3HQ0giRqxY8UsaeGCV

"RB Yard Fence_JT Vaughn_CO2_2024.07.02" History

Document created by Christy Matoska (christy.matoska@wilco.org) 2024-07-02 - 7:50:36 PM GMT- IP address: 173.219.39.210

Document emailed to Trenton Jacobs (trenton.jacobs@wilco.org) for signature 2024-07-02 - 7:51:20 PM GMT

Email viewed by Trenton Jacobs (trenton.jacobs@wilco.org) 2024-07-02 - 8:26:13 PM GMT- IP address: 173.219.39.210

Document e-signed by Trenton Jacobs (trenton.jacobs@wilco.org)

Signature Date: 2024-07-02 - 8:34:08 PM GMT - Time Source: server- IP address: 173.219.39.210

Agreement completed. 2024-07-02 - 8:34:08 PM GMT



RB Yard Fence_JT Vaughn_CO2_2024.07.02-si gned

Final Audit Report 2024-07-05

Created: 2024-07-02

By: Christy Matoska (christy.matoska@wilco.org)

Status: Signed

Transaction ID: CBJCHBCAABAAVI5o7pzeHjMgPiI7bg-HtfuACiXZZAcy

"RB Yard Fence_JT Vaughn_CO2_2024.07.02-signed" History

- Document created by Christy Matoska (christy.matoska@wilco.org) 2024-07-02 8:55:22 PM GMT- IP address: 173.219.39.210
- Document emailed to Trenton Jacobs (trenton.jacobs@wilco.org) for signature 2024-07-02 8:55:50 PM GMT
- Email viewed by Trenton Jacobs (trenton.jacobs@wilco.org)
 2024-07-05 1:46:27 PM GMT- IP address: 173.219.39.210
- Document e-signed by Trenton Jacobs (trenton.jacobs@wilco.org)

 Signature Date: 2024-07-05 1:47:18 PM GMT Time Source: server- IP address: 173.219.39.210
- Agreement completed.
 2024-07-05 1:47:18 PM GMT



Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Jail Magistrate Court, Elevator 9, Chiller 4 Amendment to Supplemental Agreement - Talex, Inc Engineers(P540)

Submitted For: Dale Butler Submitted By: Gretchen Glenn, Facilities Managemen

43.

Department: Facilities Management **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement for Design and Engineering Services between Williamson County and Talex, Inc. Engineers relating to the Jail Magistrate Court, Elevator 9, Chiller 4. P540

Background

Amendment No. 1 to the Supplemental Agreement for Design and Engineering Services between Williamson County and Talex Inc. Engineers is made to amend the language relating to Article 3 – "Time for Performance of Additional Services". Time increased to April 9, 2025, with no increase to price.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA1-SA1-A1

Final Approval Date: 07/09/2024

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/09/2024 10:57 AM

Form Started By: Gretchen Glenn Started On: 07/03/2024 01:34 PM



AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Magistrate Court, Elevator 9, Chiller 4 ("Project")

ARCHITECT/

ENGINEER: Talex, Inc. Engineers ("A/E")

Tomas R. Alexander, P.E., President

763 Tumbleweed Tr. Lockhart, TX 78664

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Facilities Department

Director of Facilities 3101 SE Inner Loop

Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to <u>Supplemental Agreement for Design and Engineering Services</u> ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed that certain <u>Supplemental Agreement for Design and Engineering Services</u> ("Agreement") being dated effective <u>January 24, 2024</u> wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

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

WHEREAS, the parties wish to amend the language relating to time for performance of additional services under Article 3 of the Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. <u>Amendment to Article 3 – Time for Performance of Additional Services</u>

Article 3 – Time for Performance of Additional Services shall be amended and supplanted by the following:

A/E hereby agrees to provide the Additional Services by or before **April 9**, **2025**.

II. Terms of Agreement Control and Extent of Amendment No. 1

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

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	COUNTY:		
Talex. Inc. Engineers	Williamson County, Texas		
By: Signature	By:		
Thomas R. Alexander			
Printed Name	Printed Name		
_President			
Title	Title		
Date Signed: July 2, 2024	Date Signed:		

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Receive the July 2024 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

44.

Agenda Item

Receive the July 2024 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

July 2024 PowerPoint Presentation
July 2024 Construction Summary Report

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 11:53 AM

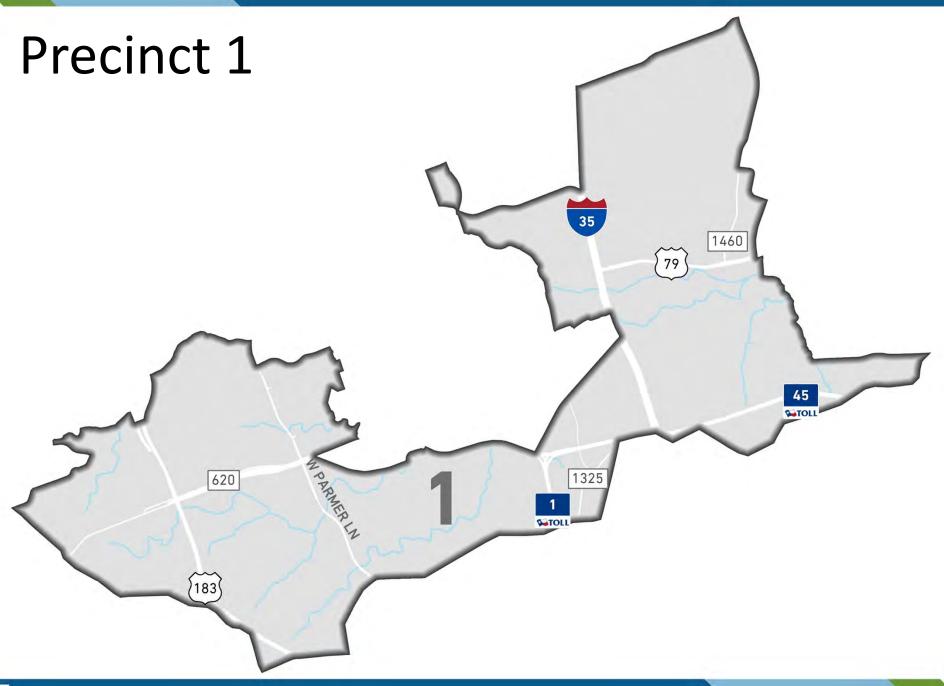
Form Started By: Marie Walters Started On: 07/11/2024 10:31 AM Final Approval Date: 07/11/2024

Williamson County Commissioners Court

Road Bond Program July 16, 2024





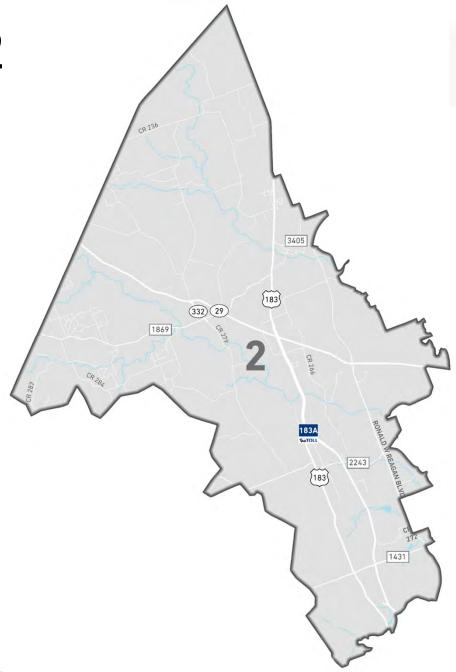




Projects under planning and design, no active construction projects.

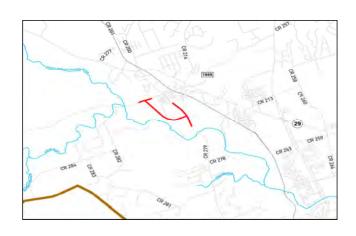


Precinct 2





Anticipated Completion
Late 2025



Original Contract Price = \$14,149,449.00

Total Change Orders to Date = \$29,260.00

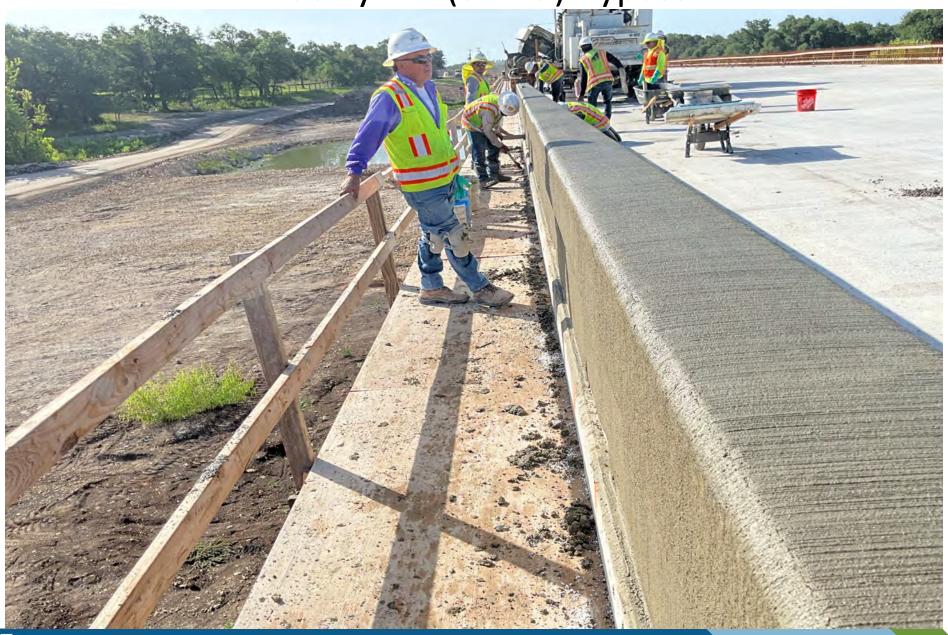
Adjusted Contract Price = \$14,178,709.00

Expenditures to Date = \$5,092,376.90 (36%)







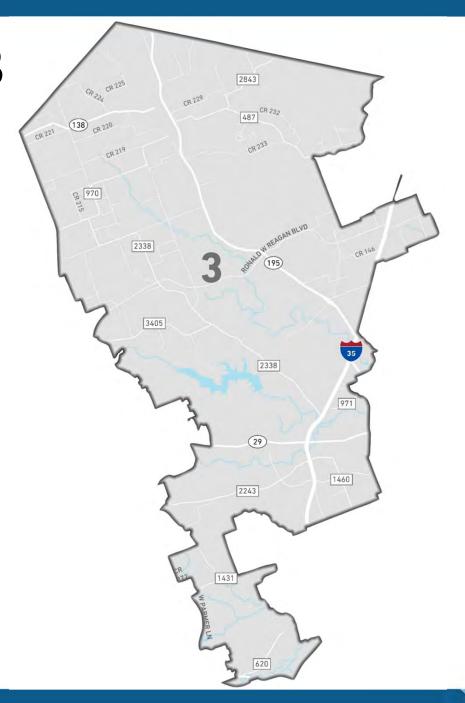






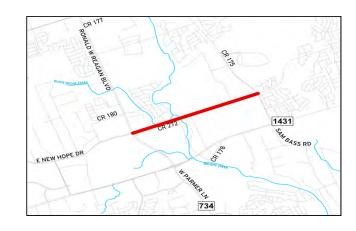


Precinct 3





Anticipated Completion
Summer 2024

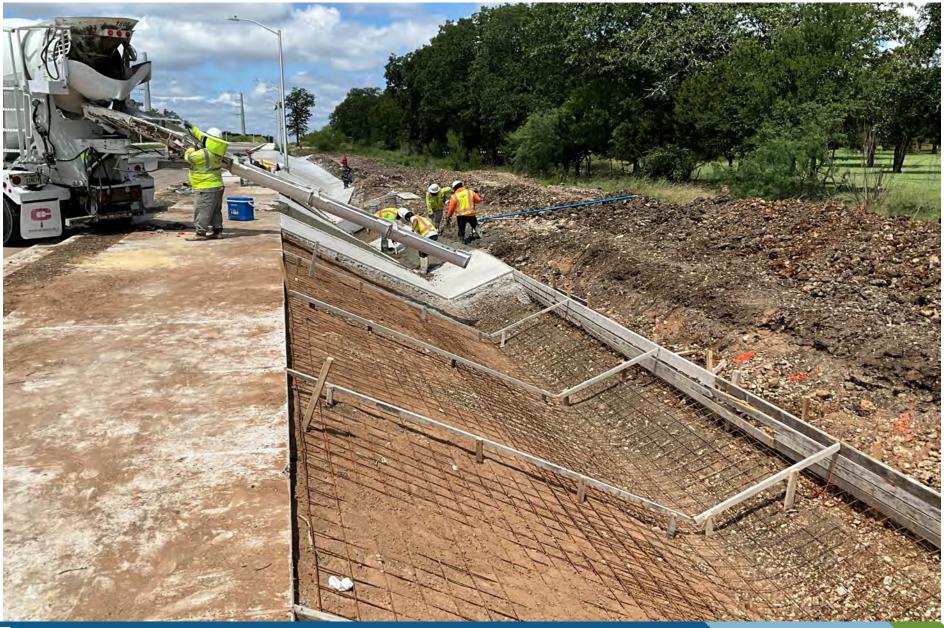


Partnership with the City of Cedar Park

Original Contract Amount = \$22,619,961.16

Construction is managed by the City of Cedar Park

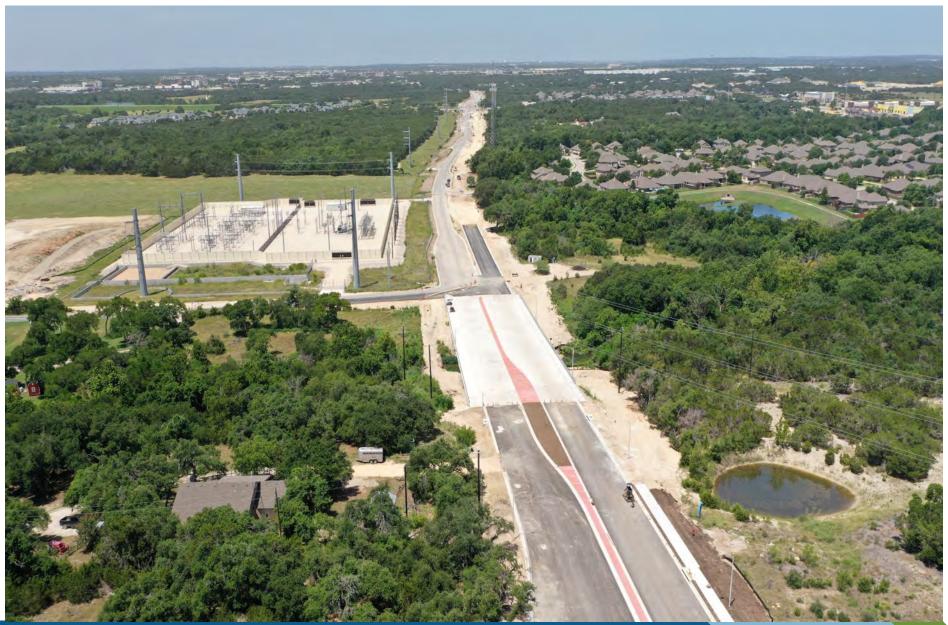






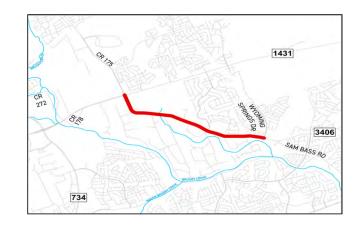








Anticipated Completion Fall 2025



Original Contract Price = \$36,145,959.00Total Change Orders to Date = -\$2,388,828.12Adjusted Contract Price = \$33,757,130.88Expenditures to Date = \$10,349,557.89 (31%)

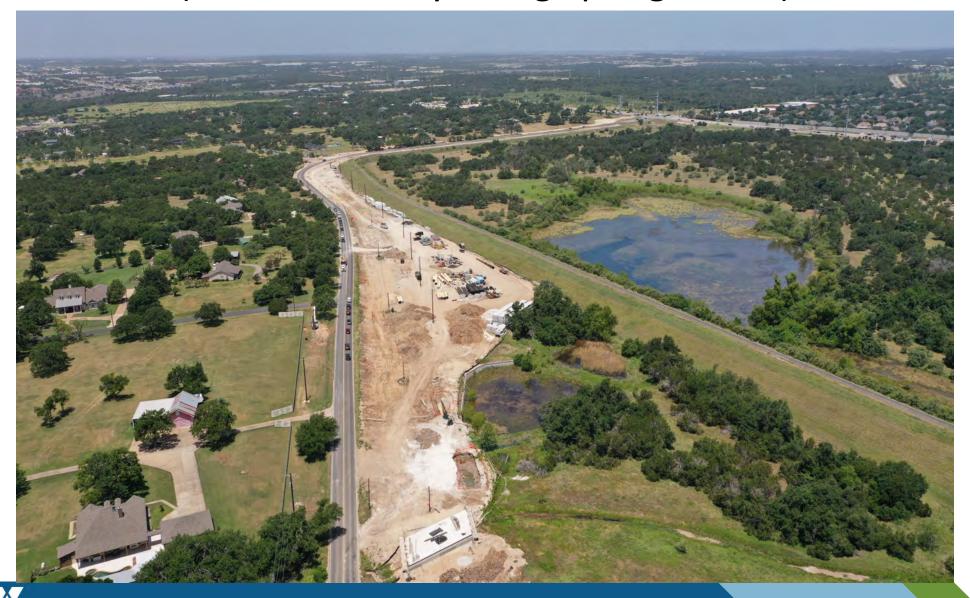


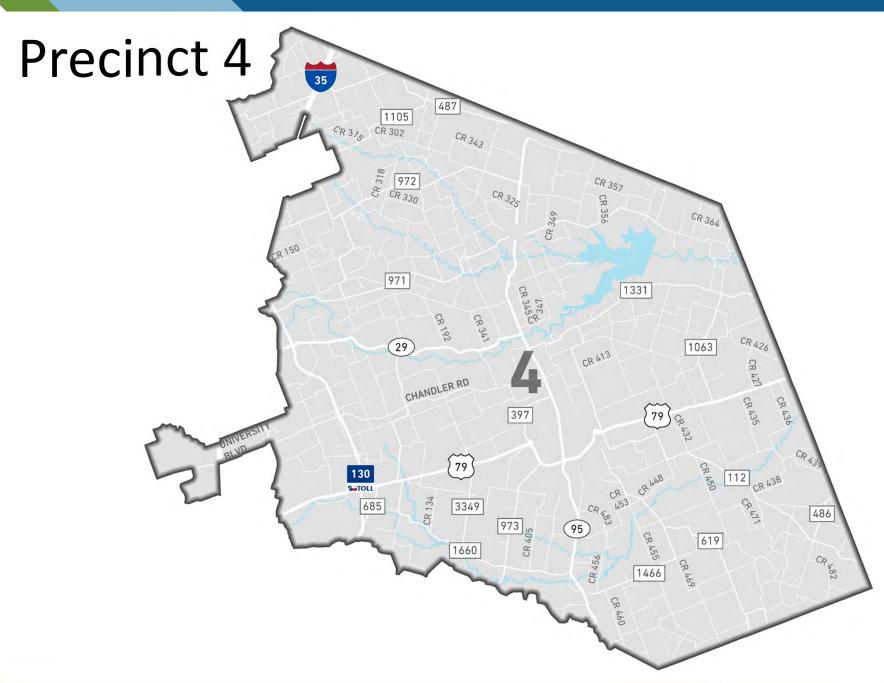








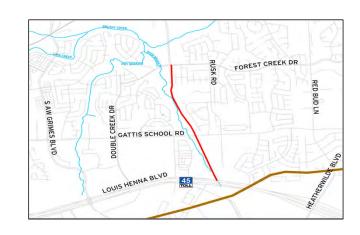






Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion
Summer 2024



Partnership with the City of Round Rock

Original Contract Amount = \$23,409,120.97

Construction is managed by the City of Round Rock



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



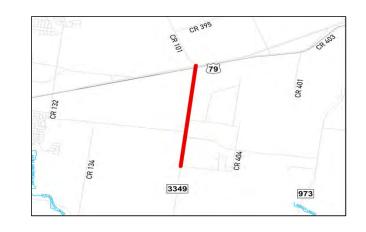


Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)





Anticipated Completion
Summer 2025 (Roadwork)



Original Contract Amount = \$81,941,038.13

Total Change Orders = \$2,062,755.19

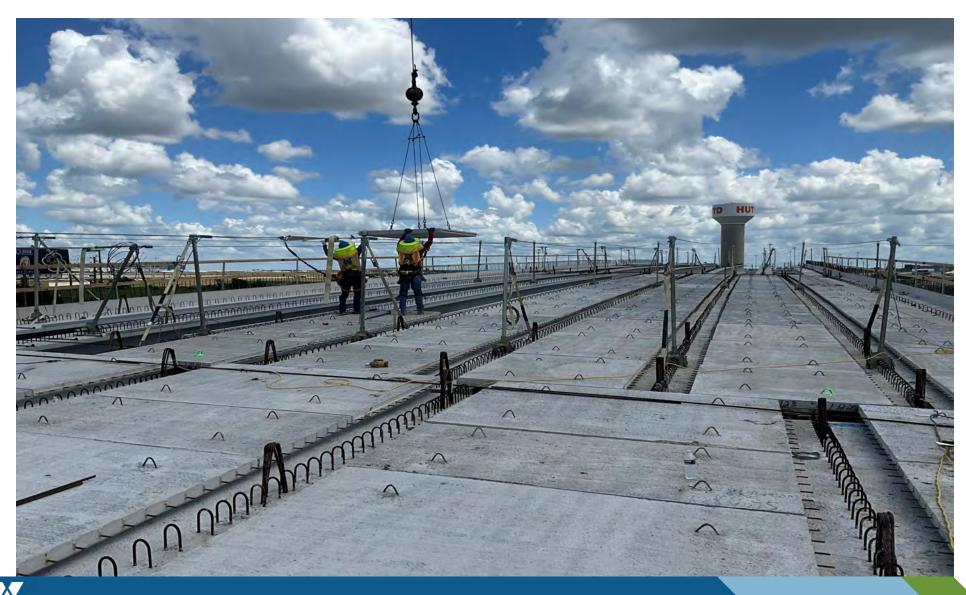
Adjusted Contract Price = \$84,003,793.32

Expenditures to Date = \$53,485,122.95 (64%)













CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)

Anticipated Completion
Summer 2024



Original Contract Amount = \$17,694,262.46

Total Change Orders = \$164,628.93

Adjusted Contract Price = \$17,858,891.39

Expenditures to Date = \$14,332,077.25 (80%)



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)





CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)



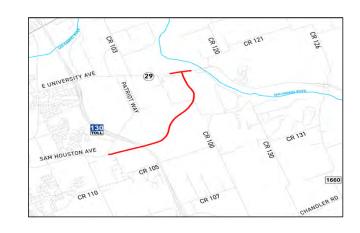


CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)





Anticipated Completion
Summer 2026



Original Contract Amount = \$30,540,848.03

Total Change Orders = \$6,201.00

Adjusted Contract Price = \$30,547,049.03

Expenditures to Date = \$19,395,163.88 (63%)





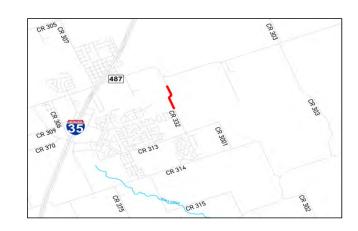








Anticipated Completion Fall 2024



Original Contract Amount = \$2,545,345.00

Total Change Orders = \$17,175.00

Adjusted Contract Price = \$ 2,562,520.00

Expenditures to Date = \$1,559,788.26 (61%)











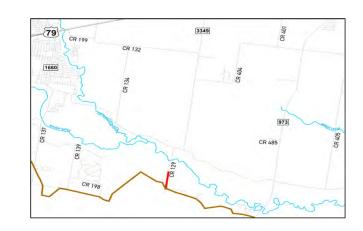




CR 129

(South of Brushy Creek to North of South County Line)

Anticipated Completion
Late 2024



Original Contract Amount = \$2,463,313.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$ 2,463,313.00

Expenditures to Date = \$727,622.50 (30%)



CR 129 (South of Brushy Creek to North of South County Line)





CR 129

(South of Brushy Creek to North of South County Line)





CR 129
(South of Brushy Creek to North of South County Line)







ROAD BOND PROGRAM

Construction Summary Report

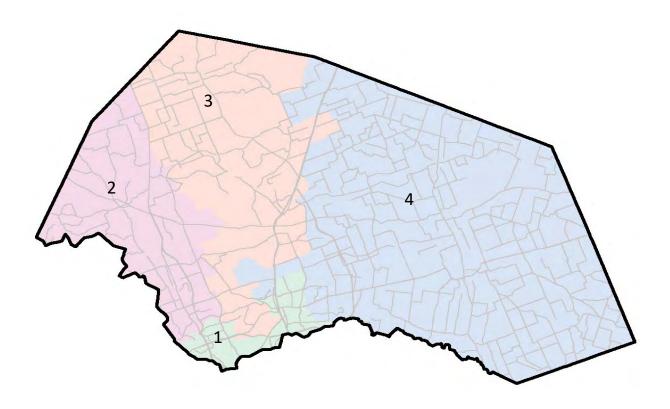
County Judge Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

June 2024

WWW.WILCOTX.GOV

Volume XXVIII - Issue No.6



Presented By:



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WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2024

- Pond Springs Road (signal) Apr 2002
- McNeil Road, Phase 1 Jan 2005
- McNeil Road, Phase 2 Feb 2007
- RM 620, Phase 1 Jan 2009
- Pond Springs Road Sep 2010
- County Road 174 at Brushy Creek Jun 2011
- O'Connor Drive Extension Apr 2012
- King of Kings Crossing Aug 2012
- RM 620 Safety Improvements Dec 2014
- Forest North Drainage Improvements Phase 2 Oct 2017
- O'Connor Drive N of RM 620 Jul 2018
- Neenah Avenue Widening Dec 2018
- Lakeline Right Turn Lanes Aug 2019
- Forest North Drainage Improvements Anderson Mill Feb 2020
- North Mays Extension- Dec 2020
- Forest North Drainage Improvements Phase 3 Jan 2022
- RM 620 at Railroad/Chisolm Trail Dec 2023

WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2024

- RM 1869 at SH 29 (signal) Aug 2002
- River Bend Oaks Feb 2003
- County Road 175 Jun 2003
- County Road 200 Sep 2003
- Ronald Reagan Blvd, South Ph. 1 Dec 2004
- County Road 214 Feb 2005
- County Road 258 Sep 2006
- San Gabriel Pkwy, Ph. 1 Feb 2007
- Ronald Reagan Blvd North Ph. 1 Mar 2007
- Lakeline Blvd Jul 2007
- Ronald Reagan Blvd South Ph. 2 Feb 2008
- US 183 at CR 274 Feb 2008
- County Road 175 Phase 2A Jan 2010
- US 183 at FM 3405 Traffic Signal Mar 2010
- US 183 at FM 3405 Left Turn Lanes May 2010
- County Road 214 Phase 2A Jan 2011
- San Gabriel Parkway Ph. 2 Oct 2011
 - US 183 (PTF) Apr 2012
- SH 29 TWLTL Liberty Hill Dec 2012
- Hero Way Feb 2013
- County Roads 260/266 Apr 2013
- County Road 277 Jul 2014
- Lakeline Blvd at US 183 Nov 2014
 - Lakeline Blvd Ph. 2 Apr 2015
- County Road 258 Jul 2017
- County Road 200 at Bold Sundown Oct 2018
- Ronald Reagan at Santa Rita Ranch Feb 2019
- CR 200 at SH 29 / Loop 332 Jul 2019
- Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) Feb 2020
- San Gabriel Ranch Road Bridge Mar 2020
- Corridor F / US 183 Planning Jan 2021
- Seward Junction Improvements Mar 2021
- Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd Feb 2022
- CR 200 (CMTA Railroad to CR 201) Oct 2022
- Ronald Reagan Safety Improvements July 2023
- CR 258 Extension Dec 2023

WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2024

- Cedar Hollow at SH 29 (signal) Aug 2002
- Georgetown Inner Loop Project 2 Aug 2003
- Georgetown Inner Loop Project 1 Jun 2004
- Georgetown Inner Loop East Extension Sep 2004
- County Road 152 Bridge Replacement Sep 2004
- Inner Loop East (CR 151 to Bus 35) Oct 2005
- Ronald Reagan Blvd North, Ph. 2 May 2008
- 12" Water Main Relo. for SH 29 Widening Jun 2008
- SH 29 / CR 104, Ph. 1 Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) Aug 2008
- SE Inner Loop at FM 1460 Nov 2009
- County Road 111 (Westinghouse Road) Jun 2010
- Williams Drive Apr 2011
- County Road 104, Phase 2 May 2011
- RM 2338 (PTF) Jul 2011
- SH 29 at Park PI and Jack Nicklaus May 2012
- Ronald Reagan Blvd. North Phase 3 Jun 2013
- Ronald Reagan Blvd. North Phase 4 Mar 2014
- Madrid Drive Extension Sep 2014
- CR 245 Sep 2015
- IH 35 Northbound Frontage Road (PTF) Oct 2015
- Ronald Reagan North Phase 4 Fencing Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) Mar 2016
- Southwest Bypass Driveways Aug 2016
- RM 2243 at Escalera Right Intersection Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. Aug 2016

- Southwest Bypass Access Route Jul 2017
- Pearson Ranch Road Oct 2017
- Arterial H Extension Phase I

 Feb 2018
- Relo. of Williamson County Regional WL Apr 2018
- RM 620 Phase 2 Jul 2018
- Southwest Bypass Segment 1 Sept 2018
- Inner Loop Improvements Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal Jan 2019
- Southwest Bypass Segment 2 Jan 2020
- Great Oaks Dr. Water Line Relocations Jun 2020
- CR 176 @ RM 2243 Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. Jun 2021
- Ronald Reagan Boulevard at Sun City Jun 2021
- IH 35 Ramp Reversals/FR Conversion Sept 2021
- O'Connor Drive Traffic Signals Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements Mar 2023
- Southwest Bypass Extension June 2023
- Great Oaks Drive at Brushy Creek July 2023
- CR 245 Dec 2023
- CR 111 (Westinghouse Road) March 2024

WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

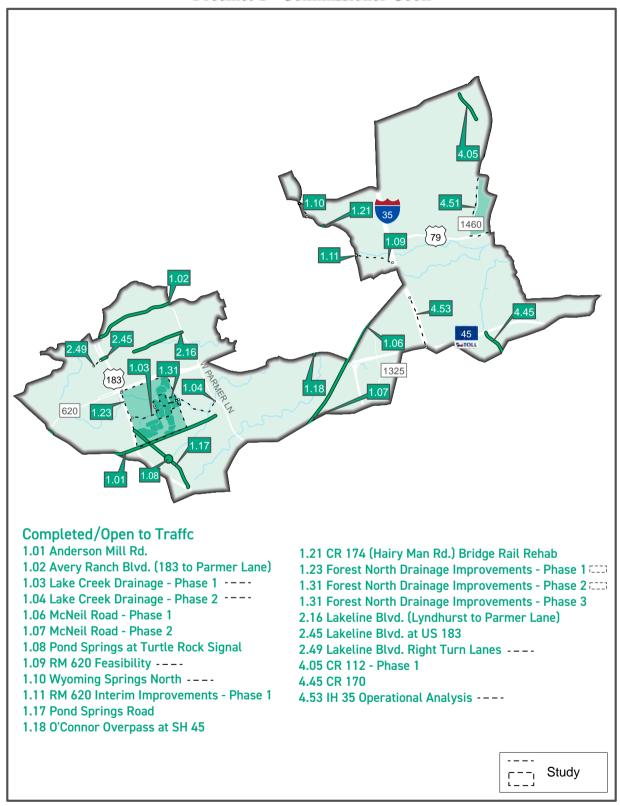
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2024

- Bridge RPLs (CR 390, 406 & 427) Nov 2002
- County Road 368 and 369 Nov 2002
- County Road 412 Aug 2003
- County Road 300 and 301 Dec 2003
- County Road 424 Bridge RPL Jan 2004
- Chandler Rd. Extension, Ph. 1 Mar 2005
- County Road 112, Ph. 1 Aug 2005
- County Road 137 Oct 2005
- Limmer Loop, Ph. 1A Jul 2006
- Chandler Rd, Ph. 2 Dec 2007
- Limmer Loop, Ph. 1B Mar 2008
- Limmer Loop, Ph. 1C Oct 2008
- US 79, Section 5B (PTF) Aug 2010
- Chandler Rd, Ph. 3B Oct 2010
- US 79, Section 5A (PTF) May 2011
- FM1660 at Landfill Rd. Sep 2011
- Second Street Drainage Imp. Dec 2011
- US 79 Section 3 (PTF) Jul 2012
- Chandler Rd, Ph. 3A Dec 2012
- Second Street Roadway Imp. Feb 2013
- County Road 138 Jun 2013
- County Road 108 Nov 2013

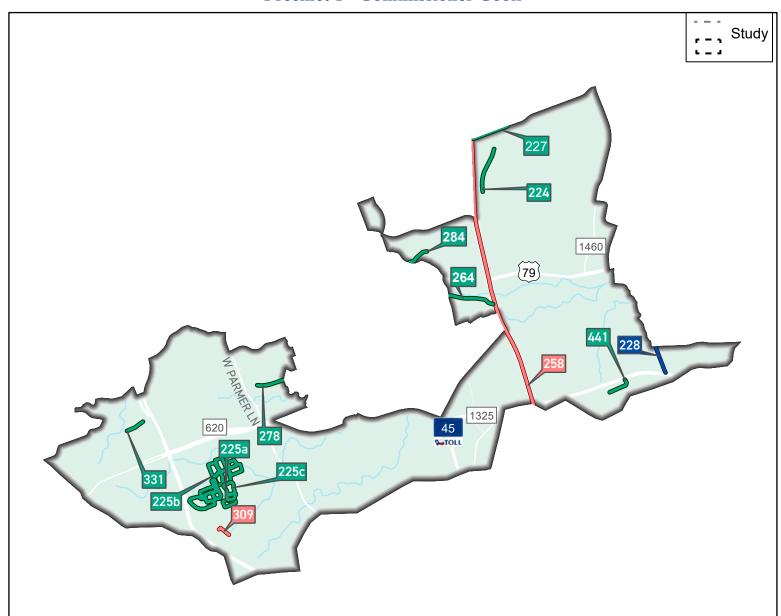
- County Road 170 Feb 2015
- Multi-Site Traffic Signals Jun 2016
- Bill Pickett Trail

 Nov 2016
- County Road 110 South May 2018
- County Road 119 Mar 2019
- County Road 110 Middle Oct 2020
- CR Paving (401, 402 & 404) Nov 2021
- Thrall Project (S. Bounds Street) Jan 2022
- Bartlett Project (Cotrell Street) Feb 2022
- County Road 101 Feb 2022
- Davilla Street Culvert Re June 2022
- Coupland Project June 2022
- CR 404 Hutto Water Line Sept 2022
- University Boulevard Widening Apr 2023
- University Boulevard (Chandler Road)
 Expansion May 2023
- CR 401 Reconstruction July 2023
- CR 404 and FM 973 Improvements July 2023
- Bud Stockton Extension Aug 2023
- East Wilco Hwy (SE Loop Seg 1) Aug 2023
- Samsung Hwy (Future County Rd) Aug 2023
- Samsung Hwy (CR 404 Realign.) Oct 2023
- CR 307 Reconstruction Feb 2024
- CR 138 Right Turn Lane at SH 130 May 2024

2000/2006 Road Bond Program Projects Precinct 1 - Commissioner Cook



Precinct 1 - Commissioner Cook



In Design

- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 309 Pond Springs Road Area Drainage Improvements

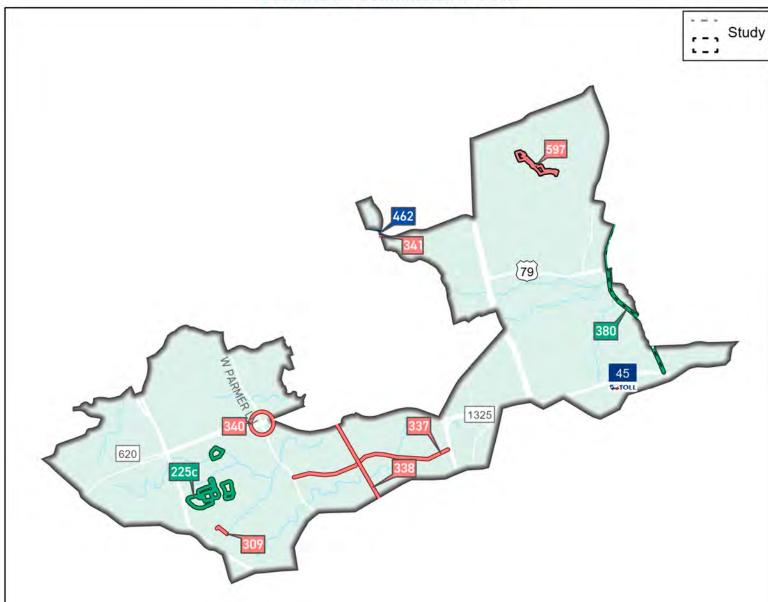
Under Construction/Bidding

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 225a Forest North Drainage Improvements Anderson Mill Zone
- 225b Forest North Drainage Improvements Phase 2
- 225c Forest North Drainage Improvements Phase 3 (Design)
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 331 Lakeline Boulevard Right Turn Lanes
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Precinct 1 - Commissioner Cook



In Design

- 309 Pond Springs Road Area Drainage Improvements
- 337 Anderson Mill Road (FM734 Loop 1)
- 338 RM 620/SH 45 Intersection to McNeil Road
- 340 Parmer Lane at SH 45 Interchange
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 597 Chandler Branch Tributary 3 Channel Improvements Project

Under Construction/Bidding

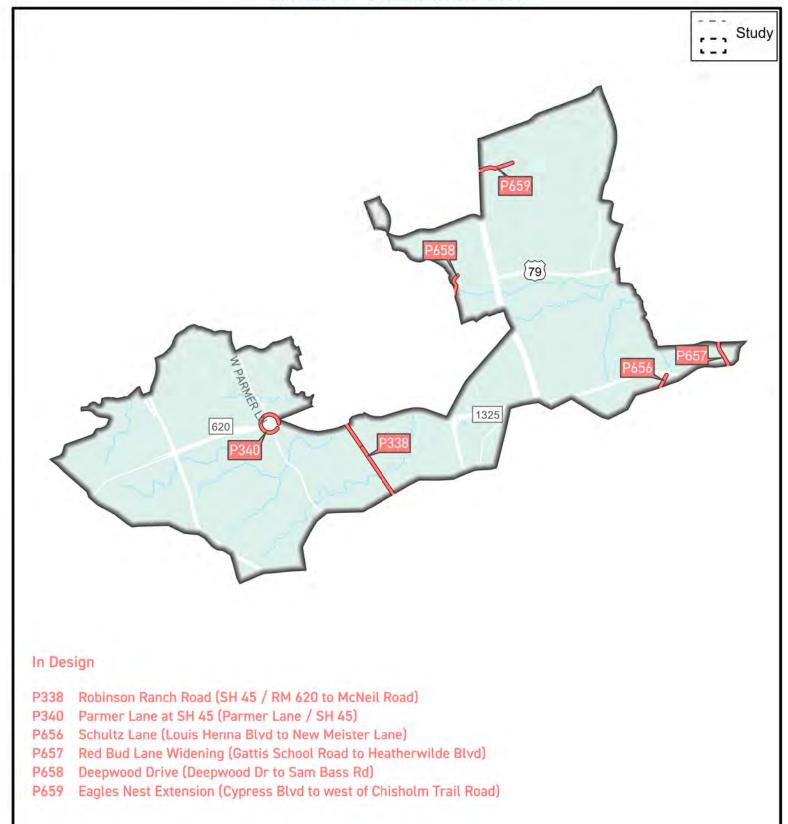
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

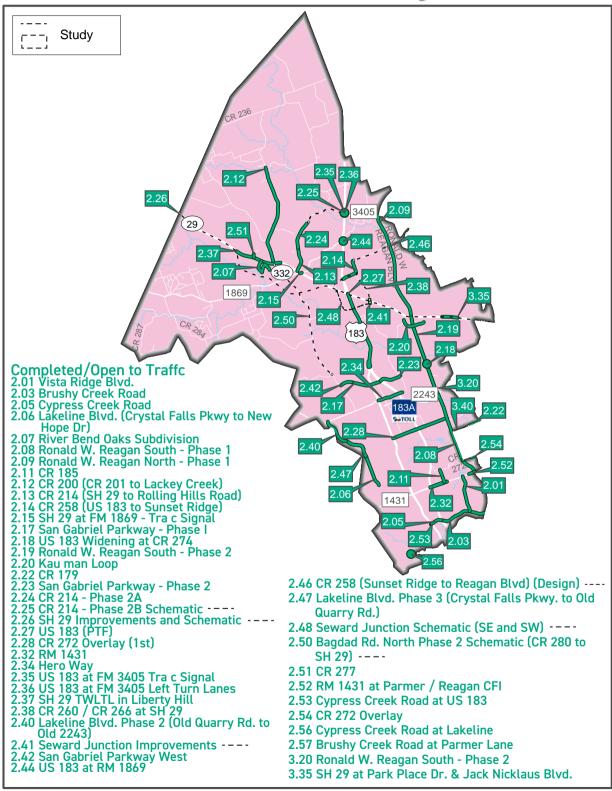
225c Forest North Drainage Improvements Phase 3

380 MoKan (University Boulevard to SH 45) ----

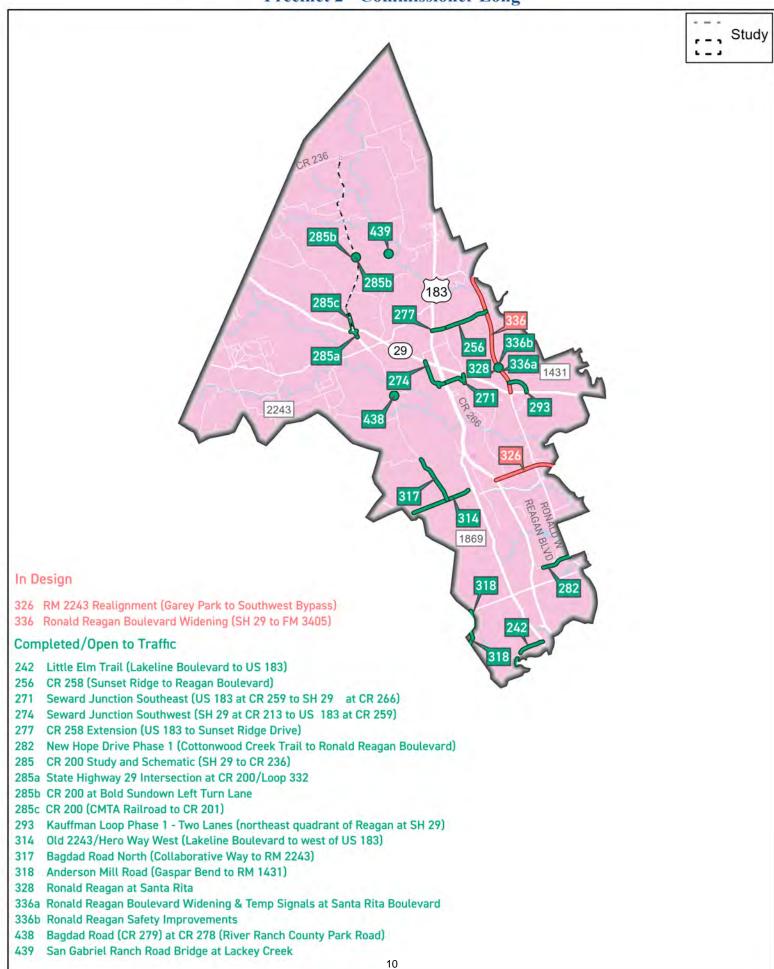
Precinct 1 - Commissioner Cook



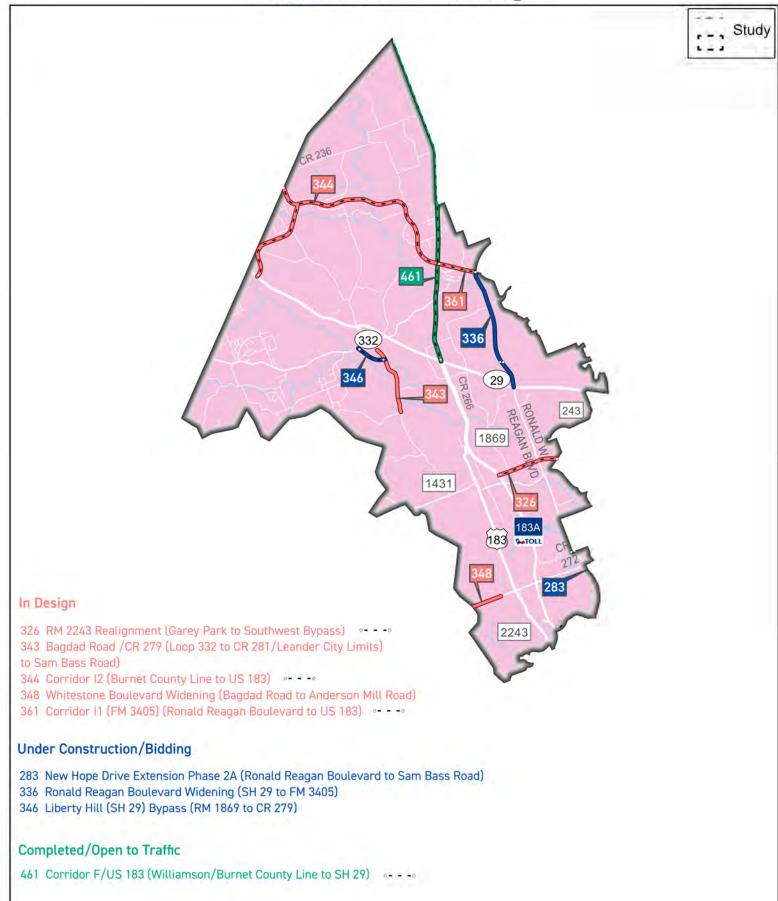
2000/2006 Road Bond Program Projects Precinct 2 - Commissioner Long



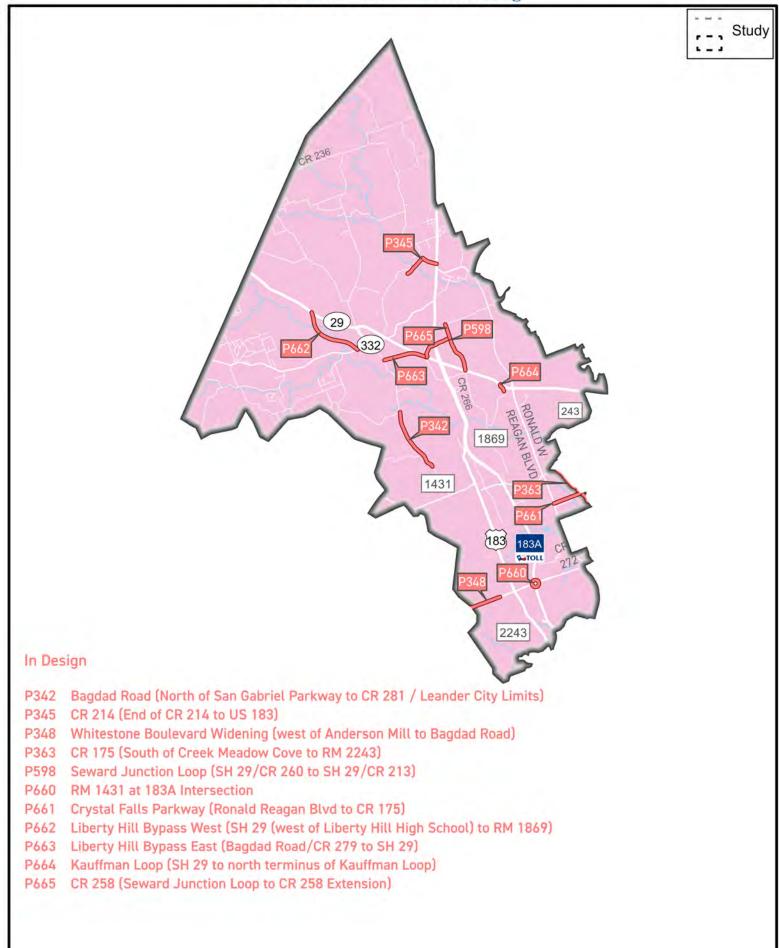
Precinct 2 - Commissioner Long



Precinct 2 - Commissioner Long



Precinct 2 - Commissioner Long



Project Name: CR 258 Extension Project No. 22IFB141

Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	Days	<u>Total</u>
		Proceed	Work	Completion	Certificate		Days	Added	Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022	12/14/2023			395	-29	366
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	<u>Date</u>	<u>Date</u>	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
1	11/1/2022	11/30/2022	0	\$47,590.20	\$47,590.20	\$5,287.80	\$5,287.80	1	0
2	12/1/2022	1/31/2023	55	\$536,565.20	\$584,155.40	\$59,618.36	\$64,906.16	10	15
3	2/1/2023	2/28/2023	28	\$463,314.38	\$1,047,469.78	\$51,479.37	\$116,385.53	17	23
4	3/1/2023	3/31/2023	31	\$354,614.85	\$1,402,084.63	\$39,401.65	\$155,787.18	23	31
5	4/1/2023	4/30/2023	30	\$455,839.20	\$1,857,923.83	\$50,648.80	\$206,435.98	31	39
6	5/1/2023	5/31/2023	31	\$1,166,374.04	\$3,024,297.87	\$129,597.12	\$336,033.10	50	48
7	6/1/2023	6/30/2023	30	\$1,003,480.88	\$4,027,778.75	-\$124,044.74	\$211,988.36	64	56
8	7/1/2023	7/31/2023	31	\$614,801.35	\$4,642,580.10	\$32,357.96	\$244,346.32	73	64
9	8/1/2023	8/31/2023	31	\$170,332.60	\$4,812,912.70	\$8,964.87	\$253,311.19	76	73
10	9/1/2023	9/30/2023	30	\$192,986.82	\$5,005,899.52	\$10,157.21	\$263,468.40	79	81
11	10/1/2023	10/31/2023	31	\$175,527.78	\$5,181,427.30	\$9,238.30	\$272,706.70	82	90
12	11/1/2023	11/30/2023	30	\$235,724.29	\$5,417,151.59	\$12,406.54	\$285,113.24	86	98
13	12/1/2023	12/31/2023	14	\$252,218.57	\$5,669,370.16	\$13,274.66	\$298,387.90	89	102
14	1/1/2024	1/31/2024	0	\$268,770.72	\$5,938,140.88	-\$177,201.35	\$121,186.55	91	102
ange Order l	Viimber		Approved			Cost This CO			Total COs
ange Order 1		on. Third porty	Approved 11/11/2022	ek This Changa O	rder modifies the	Cost This CO \$ -	ra that City of G	laargatawn (c	Total COs \$ -
01 : Third Party as the "City" mmercial au	Accommodati be an addition to liability (Aut	nal insured to Joe o Liability) insu	11/11/2022 requested wor e Bland Const rance policy.	k. This Change O truction's, L.P. (Co Adding the City to	ontractor) comme	\$ - Contract to requircial general liab	ility (CGL) insur	ance policy ar	\$ - ollectively referr ad to their
01 : Third Party as the "City" mmercial au	Accommodati be an addition to liability (Aut	nal insured to Jo	11/11/2022 requested wor e Bland Const rance policy.	truction's, L.P. (Co	ontractor) comme	\$ - Contract to requircial general liab	ility (CGL) insur	ance policy ar	\$
01 : Third Party as the "City" nmercial aut reement bet	Accommodati) be an addition to liability (Autween the City a	nal insured to Joe o Liability) insu	11/11/2022 requested wor e Bland Const rance policy. County. <u>Approved</u>	truction's, L.P. (Co	ontractor) comme	\$ - Contract to requircial general liabi insurance was in	ility (CGL) insur	ance policy ar	\$
01 : Third Party as the "City" mmercial autreement better	Accommodati) be an addition to liability (Aut ween the City a Number	nal insured to Joo o Liability) insu nd Williamson (11/11/2022 requested wor e Bland Const rance policy. County. Approved 11/22/2022	truction's, L.P. (Co	ontractor) comments of the Contractor's	\$ - Contract to required general liabilinsurance was in Cost This CO \$ 422,565.69	ility (CGL) insur the terms and co	rance policy aronditions of the	\$
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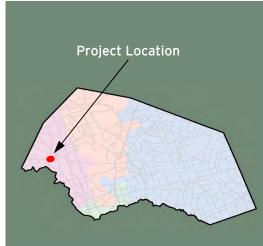
 $the\ Project\ Construction\ Manual\ to\ \$1,250/day.\ \ 1B.\ Design\ Error\ or\ Omission.\ This\ Change\ Order\ also\ revises\ the\ Unit\ of\ Measure\ for\ the\ asphalt\ items\ that$ were added in Change Order #2.

<u>Approved</u> 9/14/2023 Change Order Number Cost This CO Total COs 539,623.96

4B.Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for widening the eastbound pavement, adding a right turn lane/driveway into Liberty Hill's proposed High School, and relocating an existing water line out from under the new Liberty Hill High School driveway. LHISD will reimburse the County 100%.

Adjusted Price = \$6,667,915.51





Liberty Hill Bypass Improvements (RM 1869 to CR 279)

Project Length: 2.316 Miles

Roadway Classification: Bagdad Road (Arterial);

Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025 Estimated Construction Cost: \$14.2 Million



JUNE 2024 IN REVIEW

6/7/24: Chasco Constructors shifted traffic along FM 1869 onto the temporary detour and started excavating the east side of FM 1869 for the widening. Chasco completed pouring the Tributary 1 Bridge deck. Subcontractor DIJ removed existing stripes on FM 1869 and restriped to shift the traffic onto the temporary detour.

6/14/24: Chasco formed and poured the approach slab at Abutment 1 and started forming the approach slab at Abutment 2 for the Tributary 2 Bridge. The contractor finished forming and poured the downstream headwall for the culvert on FM 1869.

6/21/24: Chasco poured two safety-end-treatments on the east side of FM 1869 and formed the riprap apron on the left side of Abutment 1 for the Tributary 1 Bridge. Chasco placed a driveway culvert along Liberty Hill Bypass.

6/28/24: Chasco started forming the riprap apron on the left side of Abutment 6 on the Tributary 1 Bridge. Subcontractor Aaron Concrete welded the rail rebar cages on both bridges.





Design Engineer: LJA Contractor: Chasco Constructors Construction Observation: Bruce Thurin, HNTB

Williamson County Road Bond Program

Liberty Hill Bypass (SH 29) Bypass

241FB15						Original Conf	tract Price =	\$14,149,449.00
<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
12/12/2023	2/5/2024	2/15/2024				652		652
Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	Used
2/5/2024	2/29/2024	15	\$1,167,168.15	\$1,167,168.15	\$129,685.35	\$129,685.35	9	2
3/1/2024	3/31/2024	31	\$1,206,856.44	\$2,374,024.59	\$134,095.16	\$263,780.51	19	7
4/1/2024	4/30/2024	30	\$1,527,575.22	\$3,901,599.81	\$169,730.58	\$433,511.09	31	12
5/1/2024	5/31/2024	31	\$681,539.40	\$4,583,139.21	\$75,726.60	\$509,237.69	36	16
	Award 12/12/2023 Beginning Date 2/5/2024 3/1/2024 4/1/2024	Award Notice To Proceed 12/12/2023 2/5/2024 Beginning Date 2/5/2024 Date 2/29/2024 3/1/2024 3/31/2024 4/1/2024 4/30/2024	Award Notice To Proceed Begin Work 12/12/2023 2/5/2024 2/15/2024 Beginning Ending Days Date Charged 2/5/2024 2/5/2024 2/29/2024 15 3/1/2024 3/31/2024 31 4/1/2024 4/30/2024 30	Award Notice To Proceed Begin Work Substantial Completion 12/12/2023 2/5/2024 2/15/2024 Beginning Ending Days Current Date Date Charged Invoice 2/5/2024 2/29/2024 15 \$1,167,168.15 3/1/2024 3/31/2024 31 \$1,206,856.44 4/1/2024 4/30/2024 30 \$1,527,575.22	Award Notice To Proceed Begin Work Substantial Completion Completion Certificate 12/12/2023 2/5/2024 2/15/2024 Beginning Ending Days Current Invoiced Date Date Charged Invoice Total 2/5/2024 2/29/2024 15 \$1,167,168.15 \$1,167,168.15 3/1/2024 3/31/2024 31 \$1,206,856.44 \$2,374,024.59 4/1/2024 4/30/2024 30 \$1,527,575.22 \$3,901,599.81	Award Notice To Proceed Begin Work Substantial Completion Completion 12/12/2023 2/5/2024 2/15/2024 Beginning Ending Days Current Invoiced Current Date Date Charged Invoice Total Retainage 2/5/2024 2/29/2024 15 \$1,167,168.15 \$1,167,168.15 \$129,685.35 3/1/2024 3/31/2024 31 \$1,206,856.44 \$2,374,024.59 \$134,095.16 4/1/2024 4/30/2024 30 \$1,527,575.22 \$3,901,599.81 \$169,730.58	Award Notice To Proceed Begin Work Substantial Completion Completion Certificate Total Bid Days 12/12/2023 2/5/2024 2/15/2024 5652 Beginning Ending Days Current Invoiced Current Total Retainage Date Date Date Charged Invoice Total Retainage Retainage Retainage 2/5/2024 2/29/2024 15 \$1,167,168.15 \$1,167,168.15 \$129,685.35 \$129,685.35 3/1/2024 3/31/2024 31 \$1,206,856.44 \$2,374,024.59 \$134,095.16 \$263,780.51 4/1/2024 4/30/2024 30 \$1,527,575.22 \$3,901,599.81 \$169,730.58 \$433,511.09	Award Notice To Proceed Begin Work Substantial Completion Completion Certificate Total Bid Days Days Added 12/12/2023 2/5/2024 2/15/2024

The contractor started to process the first course of flexible base on the east side of FM 1869. The contractor poured the riprap apron on 6/30/2024 Comments - both sides of Abutment 1 and started forming the riprap apron on the left side of Abutment 6 on the Tributary 1 Bridge. The contractor installed the rubber gaskets in the armor joints on Tributary 2 Bridge. The contractor welded the rail rebar cages on both bridges.

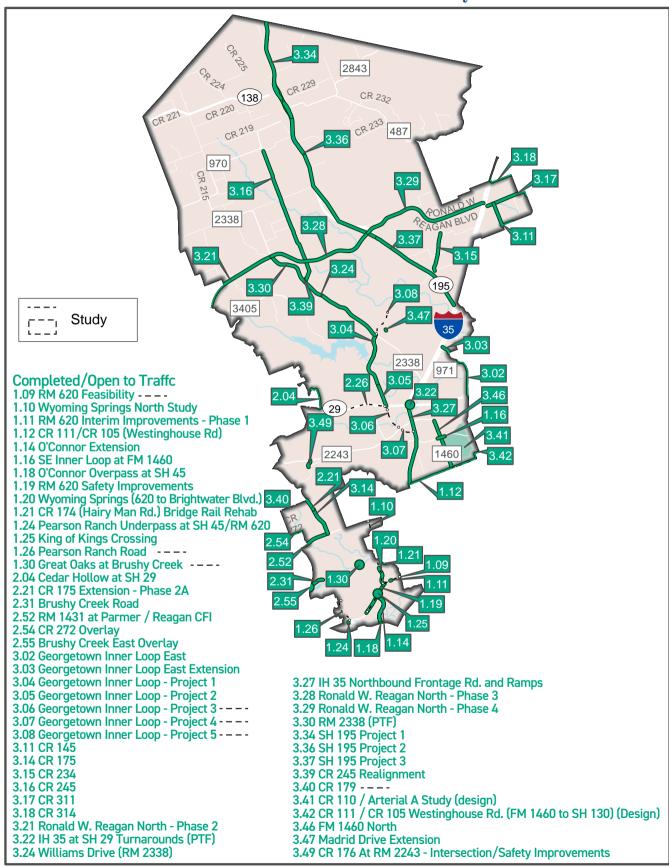
 $\begin{array}{c|cccc} \underline{\text{Change Order Number}} & \underline{\text{Approved}} & \underline{\text{Cost This CO}} & \underline{\text{Total COs}} \\ 01 & 4/17/2024 & \$ & 29,260.00 & \$ & 29,260.00 \end{array}$

Adjusted Price = \$14,178,709.00

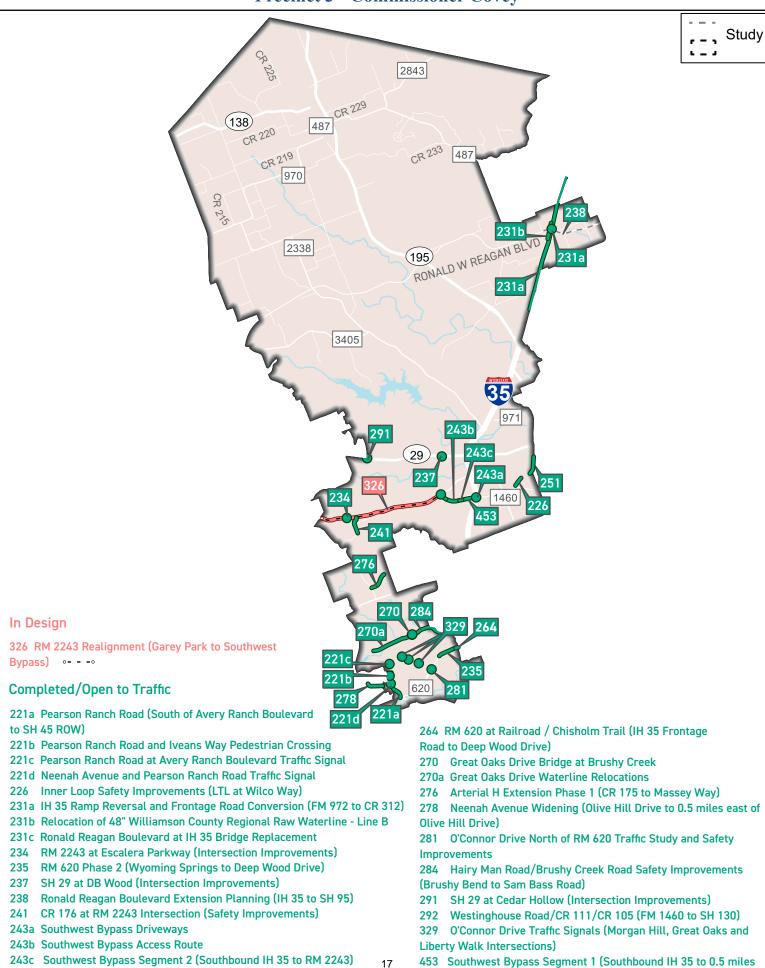
#14 140 440 00

^{2.} Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

2000/2006 Road Bond Program Projects Precinct 3 - Commissioner Covey

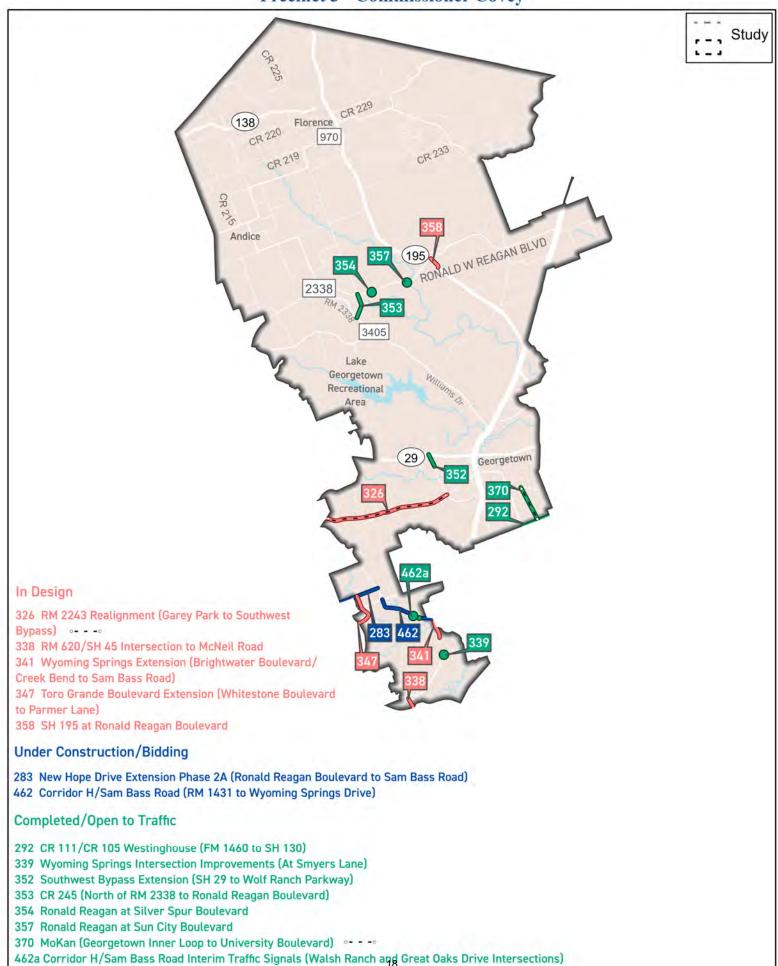


Precinct 3 - Commissioner Covey

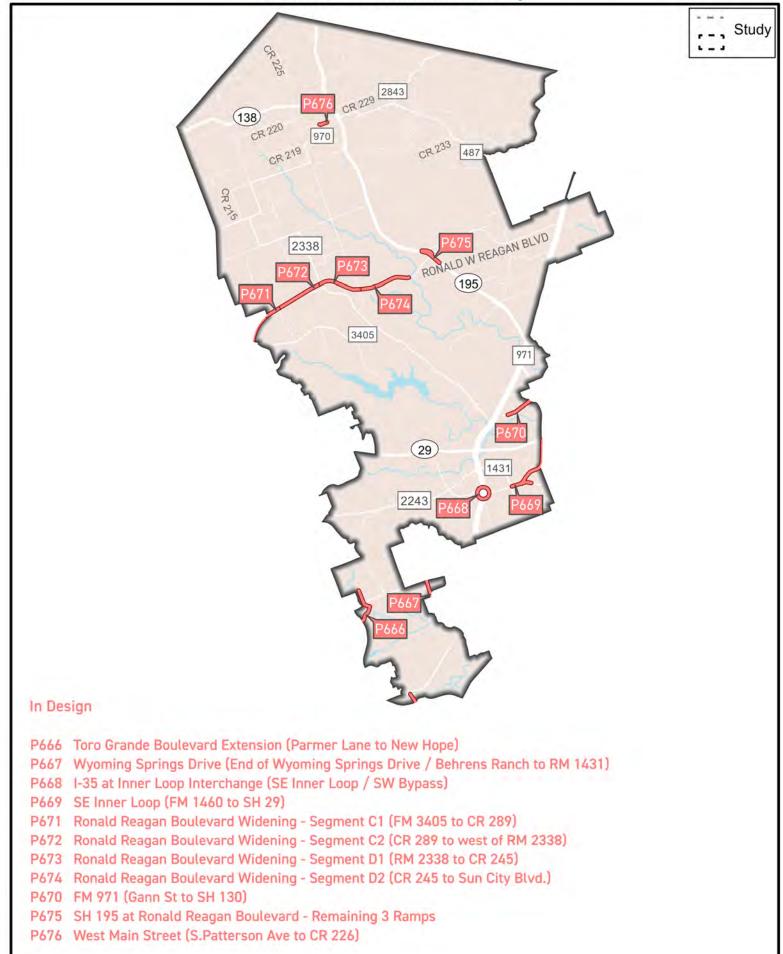


Inner Loop Safety Improvements (LTL at Central Maintenance Facility)

Precinct 3 - Commissioner Covey



Precinct 3 - Commissioner Covey



Project No. 22IFB39 Original Contract Price = \$21,024,332.88

Project No.	221FB39					1	Original Contr	act Price =	\$21,024,332.88
Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	Days	Total
	<u></u>	Proceed	Work	Completion	Certificate		Days	Added	Days
									— -
12/15/2021	1/11/2022	1/20/2022	1/30/2022	3/21/2024			700		700
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	2/1/2022	2/28/2022	28	\$142,149.86	\$142,149.86	\$15,794.43	\$15,794.43	1	4
2	3/1/2022	3/31/2022	31	\$1,624,724.26	\$1,766,874.12	\$180,524.92	\$196,319.35	9	8
3	4/1/2022	4/30/2022	30	\$1,286,121.32	\$3,052,995.44	\$142,902.37	\$339,221.72	15	13
4	5/1/2022	5/31/2022	31	\$1,110,146.62	\$4,163,142.06	\$123,349.64	\$462,571.36	21	17
5	6/1/2022	6/30/2022	30	\$482,208.08	\$4,645,350.14	\$53,578.66	\$516,150.02	23	21
6	7/1/2022	7/31/2022	31	\$787,719.86	\$5,433,070.00	\$87,524.44	\$603,674.46	27	26
7	8/1/2022	8/31/2022	31	\$822,906.88	\$6,255,976.88	\$91,434.10	\$695,108.56	31	30
8	9/1/2022	9/30/2022	30	\$1,707,686.45	\$7,963,663.33	\$189,742.92	\$884,851.48	39	35
9	10/1/2022	10/31/2022	31	\$1,107,286.40	\$9,070,949.73	\$123,031.82	\$1,007,883.30	45	39
10	11/1/2022	11/30/2022	30	\$518,917.48	\$9,589,867.21	\$57,657.50	\$1,065,540.80	47	43
11	12/1/2022	12/31/2022	31	\$1,285,779.15	\$10,875,646.36	-\$493,138.36	\$572,402.44	51	48
12	1/1/2023	1/31/2023	31	\$620,120.59	\$11,495,766.95	\$32,637.93	\$605,040.37	54	52
13	2/1/2023	2/28/2023	28	\$846,149.01	\$12,341,915.96	\$44,534.15	\$649,574.52	58	56
14	3/1/2023	3/31/2023	31	\$639,962.65	\$12,981,878.61	\$33,682.25	\$683,256.77	61	61
15	4/1/2023	4/30/2023	30	\$717,084.56	\$13,698,963.17	\$37,741.29	\$720,998.06	64	65
16	5/1/2023	5/31/2023	31	\$661,601.87	\$14,360,565.04	\$34,821.15	\$755,819.21	67	69
17	6/1/2023	6/30/2023	30	\$591,898.92	\$14,952,463.96	\$31,152.58	\$786,971.79	70	74
18	7/1/2023	7/31/2023	31	\$555,320.94	\$15,507,784.90	\$29,227.41	\$816,199.20	72	78
19	8/1/2023	8/31/2023	31	\$451,231.96	\$15,959,016.86	\$23,749.06	\$839,948.26	74	82
20	9/1/2023	9/30/2023	30	\$371,656.43	\$16,330,673.29	\$19,560.86	\$859,509.12	76	87
21	10/1/2023	10/31/2023	31	\$230,597.40	\$16,561,270.69	\$12,136.71	\$871,645.83	77	91
22	11/1/2023	11/30/2023	30	\$179,598.00	\$16,740,868.69	\$9,452.52	\$881,098.35	78	95
23	12/1/2023	12/31/2023	31	\$801,573.10	\$17,542,441.79	\$42,188.06	\$923,286.41	82	100
24	1/1/2024	1/31/2024	31	\$858,054.72	\$18,400,496.51	\$45,160.77	\$968,447.18	86	104
25	2/1/2024	2/29/2024	29	\$802,470.59	\$19,202,967.10	\$42,235.30	\$1,010,682.48	90	108
26	3/1/2024	3/31/2024	21	\$482,112.32	\$19,685,079.42	\$25,374.33	\$1,036,056.81	92	111
27	4/1/2024	5/31/2024	0	\$640,577.80	\$20,325,657.22	-\$621,247.48	\$414,809.33	92	111

6/30/2024 Comments - Capital Excavation continued working on punch list items.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 5/3/2022
 \$233,364.00
 \$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 5/3/2022
 \$7,553.84
 \$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 7/14/2022
 \$20,307.20
 \$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 7/13/2022
 \$454,267.40
 \$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

<u>Change Order Number</u> <u>Approved</u> <u>Cost This CO</u> <u>Total COs</u>

95 11/22/2022 \$41,134.66 \$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 06
 11/22/2022
 \$24,159.20
 \$ 780,786.30

^{2.} Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 07
 12/14/2022
 \$28,440.00
 \$809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 08
 12/14/2022
 \$276,200.00
 \$ 1,085,426,30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 09
 4/25/2023
 \$14,282.00
 \$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 10
 6/6/2023
 \$39,507.50
 \$ 1,139,215.80

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 11
 8/22/2023
 \$81,433.12
 \$ 1,220,648.92

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 12
 1/9/2024
 \$303,603.61
 \$ 1,524,252.53

6C. Utilities not clear. This Change Order adds an item to the contract for inefficient work and delays the contractor experienced due to the utilities not being cleared throughout the project.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 13
 6/25/2024
 15.975.61
 1.540.228.14

1B. Design Error or Omission. Other. This Change Order addresses the need for low fill post, concrete footing, and a driveway terminal section not accounted for in the plans. This Change order also addresses the incorrect called out sign post that were installed per plan. 2I. Differing Site Conditions. Additional safety needs. This Change Order compensates the contractor for upsizing the stop signs at the new 4-way intersection. 4B. Third Party Accommodation. Third party requested work. Eliminated the striping and created a right turn lane on northbound FM 1460 at CR 111 per TxDOT.

Adjusted Price = \$22,564,561.02

Project Name: Southwest Bypass Extensi	on
Project No. 22IFR110	

Project No.	22IFB110						Original Contr	act Price =	\$4,288,543.00
Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	Days	Total
		Proceed	Work	Completion	Certificate		<u>Days</u>	Added	<u>Days</u>
6/23/2022	7/12/2022	8/18/2022	8/29/2022	6/22/2023	3/15/2024		239	59	298
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	<u>Date</u>	<u>Date</u>	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
1	8/29/2022	8/31/2022	3	\$77,542.20	\$77,542.20	\$8,615.80	\$8,615.80	2	1
2	9/1/2022	9/30/2022	30	\$126,769.50	\$204,311.70	\$14,085.50	\$22,701.30	6	11
3	10/1/2022	10/31/2022	31	\$460,653.35	\$664,965.05	\$51,183.71	\$73,885.01	19	21
4	11/1/2022	11/30/2022	30	\$148,852.80	\$813,817.85	\$16,539.20	\$90,424.21	23	32
5	12/1/2022	12/31/2022	31	\$180,500.40	\$994,318.25	\$20,055.60	\$110,479.81	28	42
6	1/1/2023	1/31/2023	31	\$308,200.50	\$1,302,518.75	\$34,244.50	\$144,724.31	37	52
7	2/1/2023	2/28/2023	28	\$424,385.10	\$1,726,903.85	\$47,153.90	\$191,878.21	49	62
8	3/1/2023	3/31/2023	31	\$778,428.08	\$2,505,331.93	-\$60,018.63	\$131,859.58	67	72
9	4/1/2023	4/30/2023	30	\$585,017.55	\$3,090,349.48	\$30,790.39	\$162,649.97	83	82
10	5/1/2023	5/31/2023	31	\$109,588.94	\$3,199,938.42	\$5,767.84	\$168,417.81	86	93
11	6/1/2023	6/30/2023	22	\$220,158.23	\$3,420,096.65	\$11,587.28	\$180,005.09	92	100
12	7/1/2023	7/31/2023	0	\$123,360.35	\$3,543,457.00	\$6,492.65	\$186,497.74	95	100
13	8/1/2023	8/31/2023	0	\$139,934.87	\$3,683,391.87	\$7,364.99	\$193,862.73	99	100
14	9/1/2023	9/30/2023	0	\$130,311.87	\$3,813,703.74	-\$116,032.04	\$77,830.69	99	100
15	10/1/2023	10/20/2023	0	\$7,967.34	\$3,821,671.08	\$162.60	\$77,993.29	100	100
16	10/21/2023	11/30/2023	0	\$10,139.93	\$3,831,811.01	\$206.93	\$78,200.22	100	100
17	12/1/2023	5/8/2024	0	\$43,362.06	\$3,875,173.07	-\$39,057.06	\$39,143.16	100	100

6/30/2024 Comments - Project closeout in progress.

Change Order Number Cost This CO Total COs Approved 7/18/2023 3,440.89 3,440.89 01

Change Order Number Cost This CO Total COs Approved 9/14/2023 15,802.83

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order compensates the contractor for adjusting the guardrail north of Wolf Ranch Parkway on Southwest Bypass due to site distance concerns.

Cost This CO Total COs Change Order Number Approved 12/5/2023 -410,375.49 03 -391.131.77

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 project that are a result of addressing field conditions not accounted for in the original plans.

Cost This CO Change Order Number Approved Total COs 4/17/2024 4,305.00 -386,826.77

2I. Additional safety needs (unforeseeable). This Change Order adds a "T" intersection sign and switches the solid signal globes to arrows at the intersection of SW Bypass and SH 29 per the request of the City of Georgetown and TxDOT to the safety concerns of the traveling public and the land owner on the north side of SH

Change Order Number Approved Cost This CO Total COs 5/7/2024 12,600.00 -374,226,77

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.

> Adjusted Price = \$3,914,316.23

²C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order covers several different changes that took place on the project, including adjusting the ditch along Wolf Ranch to avoid water line, installing cave gates instead of the fencing, revising the sidewalk under the bridge, placing concrete driveway instead of asphalt driveway into Wolf Ranch Apartments and revising the SWPPP sheets per the updated WPAP. 5D. Contractor Convenience. Additional safety work/measures desired by the contractor. Barrier was installed along the work zone for the SH 29 widening at the Southwest Bypass.

Project Name: CR 245 Reconstruction

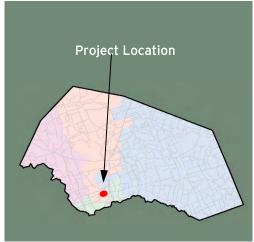
Project No.	23IFB12	reconstruct					Original Cont	ract Price =	\$6,969,195.21
<u>Letting</u>	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
12/6/2022	12/13/2022	2/1/2023	2/10/2023	12/14/2023			423		423
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	Total	% (\$)	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	Used
1	2/10/2023	2/28/2023	19	\$143,464.59	\$143,464.59	\$15,940.51	\$15,940.51	2	4
2	3/1/2023	3/31/2023	31	\$355,908.11	\$499,372.70	\$39,545.35	\$55,485.86	8	12
3	4/1/2023	4/30/2023	30	\$378,182.90	\$877,555.60	\$42,020.32	\$97,506.18	14	19
4	5/1/2023	5/31/2023	31	\$541,611.28	\$1,419,166.88	\$60,179.03	\$157,685.21	23	26
5	6/1/2023	6/30/2023	30	\$438,431.06	\$1,857,597.94	\$48,714.56	\$206,399.77	30	33
6	7/1/2023	7/31/2023	31	\$1,157,295.20	\$3,014,893.14	\$128,588.36	\$334,988.13	48	41
7	8/1/2023	8/31/2023	31	\$1,149,398.96	\$4,164,292.10	-\$115,814.86	\$219,173.27	63	48
8	9/1/2023	9/30/2023	30	\$601,990.01	\$4,766,282.11	\$31,683.68	\$250,856.95	72	55
9	10/1/2023	10/31/2023	31	\$97,202.52	\$4,863,484.63	\$5,115.92	\$255,972.87	73	62
10	11/1/2023	11/30/2023	30	\$544,037.17	\$5,407,521.80	\$28,633.54	\$284,606.41	81	70
11	12/1/2023	1/31/2024	14	\$128,644.67	\$5,536,166.47	\$6,770.77	\$291,377.18	83	70
12	2/1/2024	2/29/2024	0	\$231,946.39	\$5,768,112.86	-\$173,660.59	\$117,716.59	84	73
13	3/1/2024	3/31/2024	0	\$48,401.14	\$5,816,514.00	\$987.78	\$118,704.37	85	73
14	4/1/2024	5/31/2024	0	\$18,980.23	\$5,835,494.23	\$387.35	\$119,091.72	85	73
6/30/2024	Comments -	Close-out proce	ess under way						

Change Order Number 01 Cost This CO 20,980.10 <u>Approved</u> 8/22/2023 20,980.10 1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for removing a portion of a structure that encroaches the new ROW. 2. Differing in Site Conditions: (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order addresses karst features that were encountered while excavating to subgrade south of Smokestack Ln. The karst features were closed per SWCA and TCEQ recommendations.

Adjusted Price = \$6,990,175.31

Total COs





Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles

Roadway Classification: Urban Minor Arterial

Project Schedule: March 2023 - Fall 2025 Estimated Construction Cost: \$33.8 Million



JUNE 2024 IN REVIEW

6/7/24: Cash Construction continued installing the Round Rock 42-inch water line between Walsh Drive and Deer Trail Circle. Subcontractor Ranger continued roadway excavation between Thousand Oaks and Mayfield Drive.

6/14/24: Cash installed the open cut 60-inch casing for the Round Rock 42-inch water line at Deer Trail Circle. PEC's contractor relocated power lines to the new poles near Walsh Drive and Great Oaks Drive.

6/21/24: Cash continued to pre-trench for the Round Rock 42-inch water line at various locations. Cash excavated the bore pits at Walsh Ranch Boulevard. Subcontractor Ranger continued roadway excavation between Thousand Oaks and Mayfield Drive. Subcontractor Greater Austin began tying the steel for the rail on the Dry Fork Creek Bridge.

6/28/24: Cash closed the intersection of Walsh Ranch Boulevard down at Sam Bass Road. Subcontractor CTRB continued boring the Round Rock 60-inch casing across Sam Bass Road. AT&T's contractor continued relocating utility lines at various locations.



Design Engineer: K Friese Contractor: Cash Construction Construction Observation: Tracy Cooper, HNTB

Williamson County Road Bond Program



Project Name: Corridor H/Sam Bass Road

Project No.	23IFB8		(Original Contr	\$36,145,959.00				
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	4/1/2023	4/30/2023	30	\$21,095.55	\$21,095.55	\$2,343.95	\$2,343.95	0	3
2	5/1/2023	5/31/2023	31	\$511,459.79	\$532,555.34	\$56,828.87	\$59,172.82	2	7
3	6/1/2023	6/30/2023	30	\$1,024,886.41	\$1,557,441.75	\$113,876.26	\$173,049.08	5	10
4	7/1/2023	7/31/2023	31	\$148,136.40	\$1,705,578.15	\$16,459.60	\$189,508.68	6	13
5	8/1/2023	8/31/2023	31	\$915,201.56	\$2,620,779.71	\$101,689.06	\$291,197.74	9	17
6	9/1/2023	9/30/2023	30	\$510,079.42	\$3,130,859.13	\$56,675.50	\$347,873.24	10	20
7	10/1/2023	10/31/2023	31	\$900,115.81	\$4,030,974.94	\$100,012.86	\$447,886.10	13	23
8	11/1/2023	11/30/2023	30	\$731,394.97	\$4,762,369.91	\$81,266.11	\$529,152.21	16	27
9	12/1/2024	12/31/2024	31	\$241,049.16	\$5,003,419.07	\$26,783.24	\$555,935.45	16	27
10	1/1/2024	1/31/2024	31	\$412,213.73	\$5,415,632.80	\$45,801.53	\$601,736.98	18	30
11	2/1/2024	2/29/2024	29	\$986,810.97	\$6,402,443.77	\$109,645.66	\$711,382.64	21	37
12	3/1/2024	3/31/2024	31	\$909,406.35	\$7,311,850.12	\$101,045.15	\$812,427.79	24	40
13	4/1/2024	4/30/2024	30	\$1,012,728.40	\$8,324,578.52	\$112,525.38	\$924,953.17	27	43
14	5/1/2024	5/31/2024	31	\$990,023.58	\$990,023.58	\$110,002.62	\$1,034,955.79	30	47

Contractor continued installation of the Round Rock 42-inch water line between Walsh Drive and Deer Trail Circle and BCMUD water 6/30/2024 Comments - line at the east end of the project. Contractor completed the open cut 60-inch casing on the east side of Dry Fork Creek. The Contractor began roadway excavation at Walsh Ranch Boulevard.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
01	6/27/2023	\$ (2,394,078.12)	\$ (2,394,078.12)

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

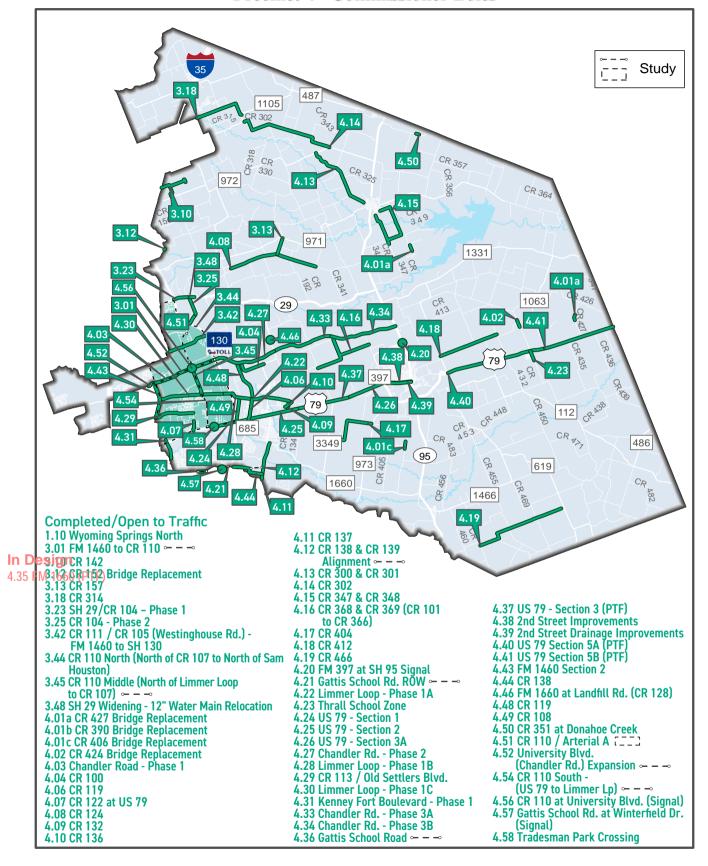
 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 8/22/2023
 \$ 5,250.00
 \$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

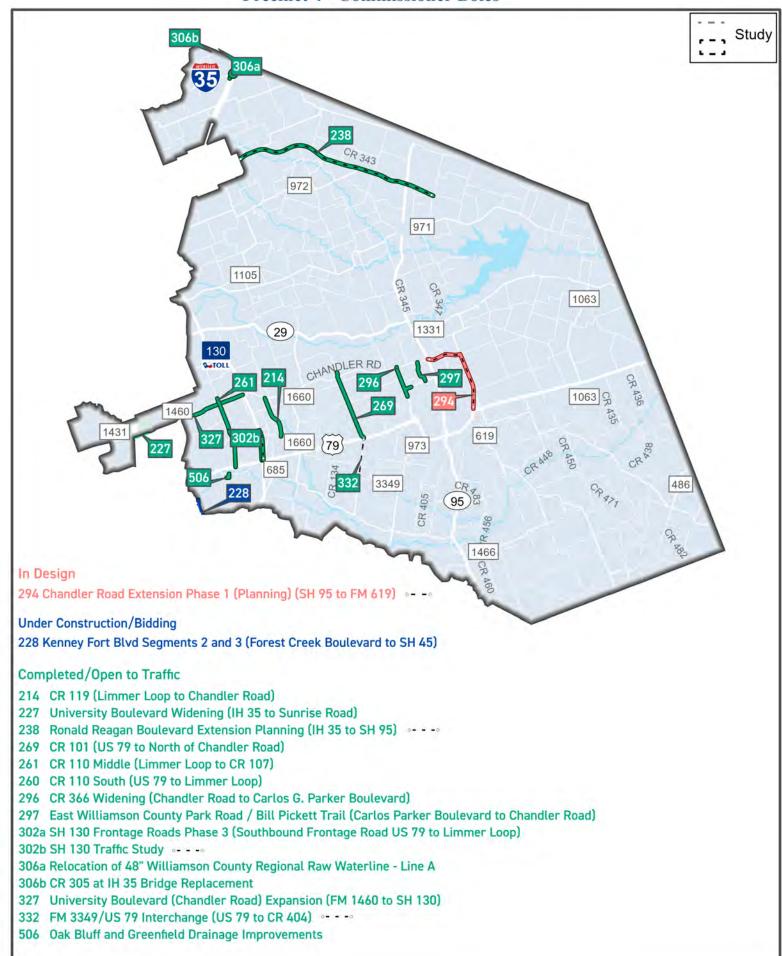
Adjusted Price = \$33,757,130.88

2000/2006 Road Bond Program Projects Precinct 4 - Commissioner Boles



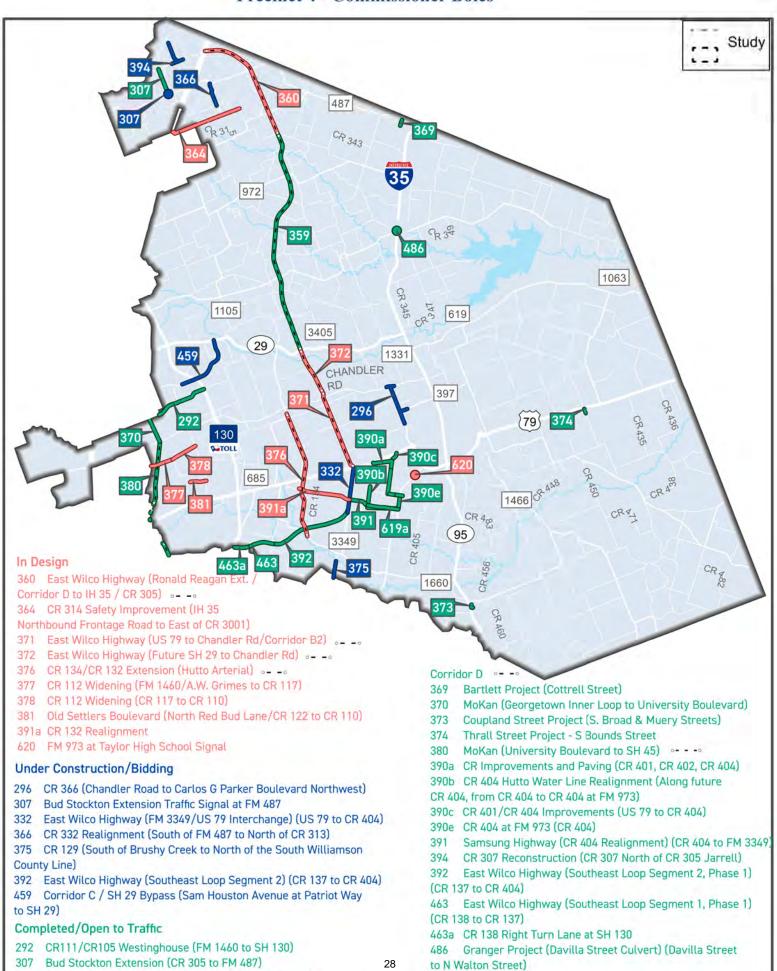
2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles

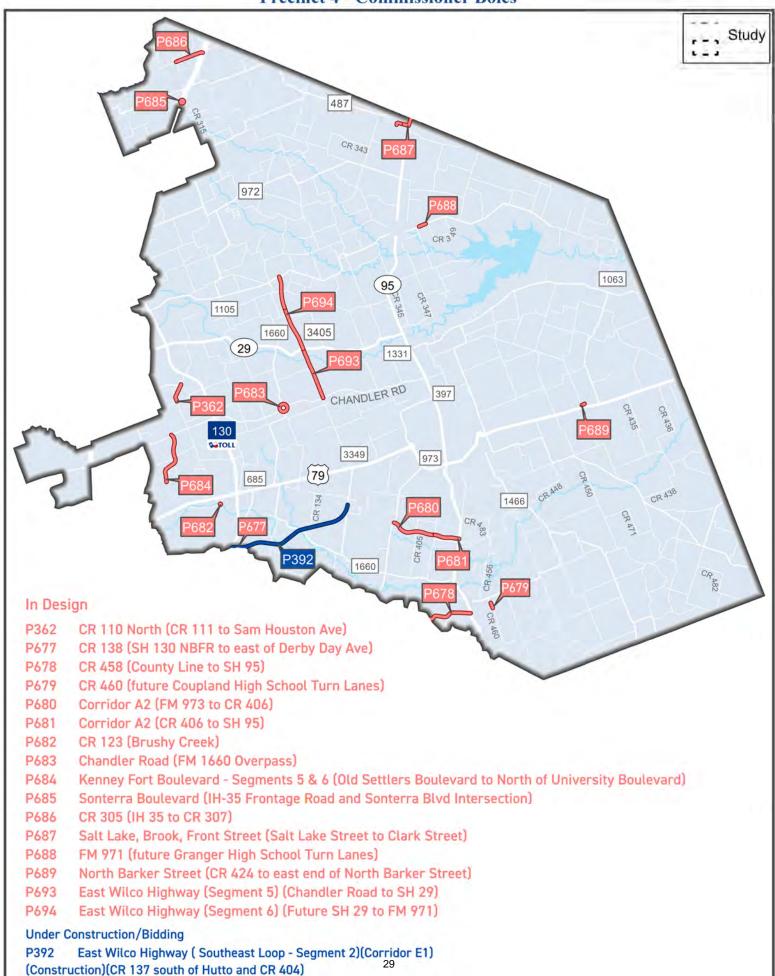


619a Samsung Highway (Future County Road) (CR 404 to FM 973)

East Wilco Highway (Future SH 29 to Ronald Reagan Extension/

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



Project Name: East Wilco Highway (Southeast Loop, Segment 1)

Project No.	T3346						Original Contr	act Price =	\$11,526,789.09
Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	Days	Total
		Proceed	Work	Completion	Certificate		Days	Added	Days
				-					
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023			534	24	558
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	Used
1	7/19/2021	8/31/2021	44	\$767,411.06	\$767,411.06	\$85,267.90	\$85,267.90	7	8
2	9/1/2021	9/30/2021	30	\$328,739.28	\$1,096,150.34	\$36,526.58	\$121,794.48	10	13
3	10/1/2021	10/31/2021	31	\$221,811.16	\$1,317,961.50	\$24,645.69	\$146,440.17	12	19
4	11/1/2021	11/30/2021	30	\$278,008.69	\$1,595,970.19	\$30,889.85	\$177,330.02	15	24
5	12/1/2021	12/31/2021	31	\$331,070.23	\$1,927,040.42	\$36,785.58	\$214,115.60	18	30
6	1/1/2022	1/31/2022	31	\$624,535.89	\$2,551,576.31	\$69,392.88	\$283,508.48	23	35
7	2/1/2022	2/28/2022	28	\$352,666.85	\$2,904,243.16	\$39,185.20	\$322,693.68	27	40
8	3/1/2022	3/31/2022	31	\$815,310.79	\$3,719,553.95	\$90,590.09	\$413,283.77	34	46
9	4/1/2022	4/30/2022	30	\$741,856.71	\$4,461,410.66	\$82,428.53	\$495,712.30	41	51
10	5/1/2022	5/31/2022	31	\$625,433.98	\$5,086,844.64	\$69,492.66	\$565,204.96	46	57
11	6/1/2022	6/30/2022	30	\$498,845.27	\$5,585,689.91	\$55,427.25	\$620,632.21	51	62
12	7/1/2022	7/31/2022	31	\$521,580.90	\$6,107,270.81	\$57,953.44	\$678,585.65	56	68
13	8/1/2022	8/31/2022	31	\$672,002.44	\$6,779,273.25	\$74,666.93	\$753,252.58	62	73
14	9/1/2022	9/30/2022	30	\$936,075.41	\$7,715,348.66	\$104,008.38	\$857,260.96	70	79
15	10/1/2022	10/31/2022	31	\$851,880.44	\$8,567,229.10	-\$406,354.16	\$450,906.80	74	84
16	11/1/2022	11/30/2022	30	\$625,071.12	\$9,192,300.22	\$32,898.48	\$483,805.28	80	90
17	12/1/2022	12/31/2022	31	\$290,510.48	\$9,482,810.70	\$15,290.02	\$499,095.30	82	95
18	1/1/2023	1/31/2023	31	\$55,998.20	\$9,538,808.90	\$2,947.27	\$502,042.57	83	101
19	2/1/2023	2/28/2023	28	\$161,924.00	\$9,700,732.90	\$8,522.32	\$510,564.89	84	106
20	3/1/2023	3/31/2023	31	\$291,588.78	\$9,992,321.68	\$15,346.78	\$525,911.67	86	111
21	4/1/2023	4/30/2023	30	\$160,641.77	\$10,152,963.45	\$8,454.83	\$534,366.50	88	117
22	5/1/2023	5/31/2023	31	\$79,909.01	\$10,232,872.46	\$4,205.73	\$538,572.23	98	122
23	6/1/2023	6/30/2023	30	\$355,060.22	\$10,587,932.68	\$18,687.38	\$557,259.61	92	128
24	7/1/2023	7/31/2023	31	\$61,540.97	\$10,649,473.65	\$3,239.00	\$560,498.61	92	133
25	8/1/2023	8/31/2023	31	\$316,670.90	\$10,966,144.55	\$16,666.89	\$577,165.50	95	139
26	9/1/2023	9/30/2023	0	\$84,593.72	\$11,050,738.27	\$4,452.30	\$581,617.80	96	139
27	10/1/2023	10/31/2023	0	\$8,808.52	\$11,059,546.79	\$463.61	\$582,081.41	96	139
6/30/2024	Comments -	Closeout is und	lerway.						
Change Order 1	Number		Approved			Cost This CO			Total COs
01			8/3/2021			\$ 148,710.35			\$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 10/4/2022
 \$73,007.39
 \$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 2/28/2023
 \$177.807.62
 399.525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 3/28/2023
 156,231.96
 555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 05
 7/20/2023
 1,093,581.24
 1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The

original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 06
 9/27/2023
 -1,015,961.92
 633,376.64

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

Adjusted Price = \$12,160,165.73

Project Name: CR 401 Reconstruction Project

Project No.	22IFB57						Original Contr	act Price =	\$12,673,200.94
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023	2/29/2024		505	-70	435
<u>Invoice</u>	Beginning	Ending	<u>Days</u>	<u>Current</u>	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	Total	Retainage	<u>Retainage</u>	Used	Used
1	4/14/2022	4/21/2022	0	\$541,350.00	\$541,350.00	\$60,150.00	\$60,150.00	5	0
2	4/22/2022	5/31/2022	30	\$213,264.25	\$754,614.25	\$23,696.03	\$83,846.03	6	7
3	6/1/2022	7/1/2022	31	\$1,394,793.70	\$2,149,407.95	\$154,977.08	\$238,823.11	17	14
4	7/2/2022	7/31/2022	30	\$690,418.59	\$2,839,826.54	\$76,713.17	\$315,536.28	23	21
5	8/1/2022	8/31/2022	31	\$276,688.62	\$3,116,515.16	\$30,743.18	\$346,279.46	25	28
6	9/1/2022	9/30/2022	30	\$784,682.38	\$3,901,197.54	\$87,186.93	\$433,466.39	31	35
7	10/1/2022	10/31/2022	31	\$776,738.57	\$4,677,936.11	\$86,304.29	\$519,770.68	38	42
8	11/1/2022	11/30/2022	30	\$875,684.24	\$5,553,620.35	\$97,298.25	\$617,068.93	45	49
9	12/1/2022	12/31/2022	31	\$422,000.74	\$5,975,621.09	\$46,888.97	\$663,957.90	48	56
10	1/1/2023	1/31/2023	31	\$616,120.11	\$6,591,741.20	\$68,457.79	\$732,415.69	53	63
11	2/1/2023	2/28/2023	28	\$598,319.58	\$7,190,060.78	\$66,479.95	\$798,895.64	58	70
12	3/1/2023	3/31/2023	31	\$603,951.86	\$7,794,012.64	\$67,105.76	\$866,001.40	63	77
13	4/1/2023	4/30/2023	30	\$945,657.20	\$8,739,669.84	-\$406,018.78	\$459,982.62	67	84
14	5/1/2023	5/31/2023	31	\$1,082,327.54	\$9,821,997.38	\$56,964.61	\$516,947.23	75	91
15	6/1/2023	6/30/2023	30	\$1,195,677.91	\$11,017,675.29	\$62,930.42	\$579,877.65	84	98
16	7/1/2023	7/31/2023	7	\$760,493.51	\$11,778,168.80	\$40,025.97	\$619,903.62	90	99
17	8/1/2023	8/31/2023	0	\$16,945.32	\$11,795,114.12	\$891.86	\$620,795.48	90	99
18	9/1/2023	9/30/2023	0	\$543,436.59	\$12,338,550.71	-\$368,988.32	\$251,807.16	91	99
19	10/1/2023	10/31/2023	0	\$156,673.75	\$12,495,224.46	\$3,197.42	\$255,004.58	92	99
20	11/1/2023	11/30/2023	0	\$335,156.29	\$12,830,380.75	\$6,839.93	\$261,844.51	95	99
21	12/1/2023	12/31/2023	0	\$309,329.80	\$13,139,710.55	\$6,312.85	\$268,157.36	97	99
22	1/1/2024	1/31/2024	0	\$53,097.83	\$13,192,808.38	\$1,083.63	\$269,240.99	98	99
23	2/1/2024	2/29/2024	0	\$38,782.60	\$13,231,590.98	\$791.48	\$270,032.47	96	99
24	3/1/2024	3/31/2024	0	\$130,741.40	\$13,362,332.38	\$2,668.19	\$272,700.66	97	99
25	4/1/2024	4/30/2024	0	\$511.56	\$13,362,843.94	\$10.44	\$272,711.10	99	99

6/30/2024 Comments - Closeout process is underway.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 9/15/2022
 \$ 13,315.52
 \$ 13,315.52

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 9/20/2022
 \$ 414,400.00
 \$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 10/5/2022
 \$ 214,351.37
 \$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 2/28/2023
 \$ 188,826.95
 \$ 830,893.8

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 05
 8/22/2023
 \$ \$ 830,893.84

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 06
 12/19/2023
 \$399,968.56
 \$ 1,230,862.40

2E. Miscellaneous difference in site conditions (unforeseeable). Due to changing conditions in the field, certain items required quantity adjustments. 2I. Additional safety needs (unforeseeable). Additional small signs were added for safety concerns near the railroad crossing. This Change Order also adds items for crash cushion repairs needed due to the damage that occurred during construction.

³G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 07
 1/30/2024
 \$137.831.49
 \$ 1,368.693.89

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds additional items to the Contract for work being performed in and around the UPRR ROW per requirements.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 08
 6/18/2024
 -100,119.66
 1,268,574.23

1. Design Error or Omission. 1B Other: This Change Order adds items to the Contract to compensate the contractor for extended overhead, stand-by time, and additional mobilization cost due to additional UPRR jack & bore requirements. This Change Order also adds an item to install, flush, remove, and return a fire hydrant to the City of Taylor. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 09
 6/18/2024
 -151,545.26
 1,117,028.97

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 project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds a quantity for Extended Overhead due to a UPRR delay.

Adjusted Price = \$13,790,229.91

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973) Project No. 22IFR126

Project No.	22IFB126	5g · · · · ·	Original Contract Price =		\$11,289,929.00				
<u>Letting</u>	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
7/12/2022	7/19/2022	8/5/2022	8/15/2022	9/5/2023			413		413
Invoice Number	Beginning Date	Ending Date	<u>Days</u> <u>Charged</u>	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% (\$) <u>Used</u>	% Time Used
1 2	8/15/2022 9/28/2022	9/27/2022 10/31/2022	44 34	\$415,099.80 \$1,256,916.42	\$415,099.80 \$1,672,016.22	\$46,122.20 \$139,657.38	\$46,122.20 \$185,779.58	4 17	11 19
3 4	11/1/2022 12/1/2022	11/30/2022 12/31/2022	30 31	\$529,743.42 \$196,710.30	\$2,201,759.64 \$2,398,469.94	\$58,860.38 \$21,856.70	\$244,639.96 \$266,496.66	22 24	26 34
5 6	1/1/2023 2/1/2023	1/31/2023 2/28/2023	31 28	\$942,884.78 \$895,707.90	\$3,341,354.72 \$4,237,062.62	\$104,764.98 \$99,523.10	\$371,261.64 \$470,784.74	34 43	41 48
7	3/1/2023	3/31/2023	31	\$2,066,773.05	\$6,303,835.67	\$229,641.45	\$700,426.19	64	55
8 9	4/1/2023 5/1/2023	4/30/2023 5/31/2023	30 31	\$1,637,718.64 \$1,177,188.70	\$7,941,554.31 \$9,118,743.01	-\$282,449.65 \$61,957.30	\$417,976.54 \$479,933.84	76 88	63 70
10 11	6/1/2023 8/1/2023	7/31/2023 8/31/2023	61 31	\$1,026,783.27 \$78,532.37	\$10,145,526.28 \$10,224,058.65	\$54,041.23 \$4,133.28	\$533,975.07 \$538,108.35	98 98	85 92
12	9/1/2023	9/30/2023	5	\$339,420.15	\$10,563,478.80	-\$322,527.15	\$215,581.20	98	94
13 6/30/2024	10/1/2024 Comments -	4/26/2024 Close-out proc	0 ess is underv	\$70,667.06 way.	\$10,634,145.86	\$1,442.19	\$217,023.39	95	94

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 7/18/2023
 83,559.50
 \$ 124,819.50

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 6/25/2024
 -470,934.99
 -346,115.49

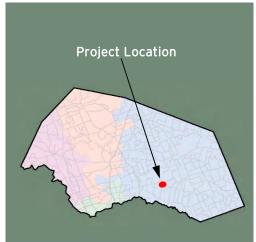
Adjusted Price = \$10,943,813.51

¹B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

²E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds quantities to existing items due to unexpected changes in field conditions, causing overruns on the project. The excavation and embankment quantities had to be adjusted, due to the existing elevations at the west tie-in. The 18-inch and 36-inch drill shafts needed to be extended to ensure the shafts had proper embedment into stable material.

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 project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also revises quantities for the added left turn lane to the Samsung Driveway, as well as adds additional erosion control items.





East Wilco Highway (FM 3349 at US 79) (FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles

Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)

Estimated Construction Cost: \$84 Million



6/7/24: James Construction Group (JCG) processed lime treated subgrade along the southbound frontage road. Subcontractor River City Concrete began slipping curb and gutter along the southbound frontage road.

6/14/24: JCG began processing the final lift of flexible base on the southbound frontage road. JCG continued forming caps and setting deck panels for the northbound frontage road bridge. Subcontractor Patin continued work on the Jonah 24-inch water line.

6/21/24: JCG poured the deck for spans 16 and 17 on the northbound frontage road bridge. Subcontractor Patin continued to work on the Jonah 12-inch and 24-inch water lines. Subcontractor Austin Traffic Signal continued installing the conduit on the northbound frontage road bridge.

6/28/24: JCG continued installing bridge deck panels and poured Bent 5 cap for the northbound frontage road bridge. Subcontractor ATS continued working on the illumination electrical connections throughout the project.





Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County Road Bond Program



Project Name: East Wilco Highway (FM 3349 at US 79)

Project No.	22IFB139	g	(======================================				Original Cont	ract Price =	\$81,941,038.13
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		<u>Total Bid</u> <u>Days</u>	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394
Invoice Number 1 2 3 4 5 6 7 8 9 10 11 12 13 14	Beginning Date 10/18/2022 11/26/2022 11/26/2022 1/26/2023 2/26/2023 4/26/2023 4/26/2023 6/26/2023 6/26/2023 7/26/2023 8/26/2023 10/12023 10/26/2023 11/26/2023	Ending Date 11/25/2022 12/25/2022 12/25/2023 2/25/2023 3/25/2023 4/25/2023 5/25/2023 6/25/2023 6/25/2023 9/30/2023 11/25/2023 11/25/2023 11/25/2023	Days Charged 39 30 31 31 28 31 30 31 30 31 30 31 30 31 30 31 36 25 31 30	Current Invoice \$755,690.77 \$5,128,955.59 \$1,448,580.10 \$1,272,882.90 \$2,922,159.15 \$1,453,458.85 \$1,672,497.88 \$3,188,150.58 \$2,251,767.13 \$2,453,925.93 \$4,580,138.95 \$3,017,528.73 \$2,172,558.80 \$1,638,115.30	Invoiced Total \$755,690.77 \$5,884,646.36 \$7,333,226.46 \$8,606,109.36 \$11,528,268.51 \$12,981,727.36 \$14,654,225.24 \$17,842,375.82 \$20,094,142.95 \$22,548,068.88 \$27,128,207.83 \$30,145,736.56 \$32,318,295.36 \$33,956,410.66	Current Retainage \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Total Retainage \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	% (\$) Used 1 7 9 10 14 15 17 21 24 27 32 36 38 40	% Time Used 2 0 7 9 11 14 16 18 20 22 25 27 29 31
15	12/26/2023	1/25/2023	31	\$4,633,009.82	\$38,589,420.48	\$0.00	\$0.00	46	33
16	1/26/2024	2/25/2024	31	\$4,487,381.38	\$43,076,801.86	\$0.00	\$0.00	51	36
17	2/26/2024	3/25/2024	29	\$3,973,465.64	\$47,050,267.50	\$0.00	\$0.00	56	38
18	3/26/2024	4/25/2024	31	\$1,993,459.10	\$49,043,726.60	\$0.00	\$0.00	58	40
19	4/26/2024	5/25/2024	30	\$1,414,938.37	\$50,458,664.97	\$0.00	\$0.00	60	42
20	5/26/2024	6/25/2024	31	\$3,026,457.98	\$53,485,122.95	\$0.00	\$0.00	64	44

6/30/2024 Comments -

The contractor continued processing lime treated subgrade along the northbound frontage road at the project's north end and the Jug Handle Crossover. Subcontractor LoneStart placed prime, seal coat and Ty B HMA on the southbound frontage from the south approach of the US 79/UPRR bridge to CR 132. The contractor continued installing bridge deck panels and poured Bent 5 cap for the northbound frontage road bridge. Subcontractor Patin continued work on the Jonah 12-inch and 24-inch water lines.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 4/25/2023
 82,000.00
 1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with \$82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 7/20/2023
 195,302.81
 1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 8/8/2023
 -472,492.20
 730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 05
 0/14/23
 -5,274.97
 724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 06
 10/20/2023
 130,053.00
 854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 07
 10/20/2023
 661,031.30
 1,515,974.35

3F. Additional work desired by the County: This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 08
 10/20/2023
 327,321.48
 1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 09
 1/30/2024
 -368,749.53
 1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project's completion date and results in savings on several contract items.

<u>Change Order Number</u> <u>Approved</u> <u>Cost This CO</u> <u>Total COs</u> 10 1/30/2024 67,965.30 1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 11
 2/1/2024
 271,902.72
 1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement excuted during the ROW acquisition.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 12
 4/16/2024
 64,791.00
 1,879,205.32

1. Dealgn Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-lnch Jonah water line located within lhe UPRR ROW on lhe soulh side of US79.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 13
 4/16/2024
 82,301.65
 1,961,506.97

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 14
 4/16/2024
 101,248.22
 2,062,755.19

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerlineof the Spine Road.

Adjusted Price = \$84,003,793.32





CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)

Project Length: 2.751 Miles

Roadway Classification: Rural Arterial

Project Schedule: January 2023 - Summer 2024 Estimated Construction Cost: \$17.9 Million



JUNE 2024 IN REVIEW

6/7/24: James Construction Group (JCG) poured the mow strip for the metal beam guard fence on FM 397 and continued grading topsoil along the edge of the roadway throughout the project. Subcontractor Austin Traffic Signal installed the mast arms for all signal poles.

6/14/24: JCG continued to form and pour various driveways along CR 366 and Chandler Road. Subcontractor Fuquay seeded and placed blankets on the east side of the roadway along CR 366 from Chandler Road to FM 397.

6/21/24: JCG continued to form and pour various driveways along CR 366 and Chandler Road. Subcontractor Texas Materials paved asphalt on FM 397. Subcontractor Austin Traffic Signal began flashing the signal heads red at the new intersection of CR 366 and FM 397.

6/28/24: JCG continued to place drainage pipe and form and pour various driveways along CR 366 and Chandler Road. Subcontractor Fuguay seeded and placed blankets on the west side of CR 366. Subcontractor Patin continued to seal saw cuts along the new concrete pavement.





Design Engineer: Garver Contractor: James Construction Construction Observation: Chuck Evans, HNTB

Williamson County Road Bond Program

Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)

14

15

16

3/1/2024

4/1/2024

5/1/2024

3/31/2024

4/30/2024

5/31/2024

31

30

31

Project No.	22IFB138		`			(Original Contra	act Price =	\$17,694,262.46
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	Total	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	1/6/2023	2/28/2023	54	\$1,184,919.53	\$1,184,919.53	\$131,657.73	\$131,657.73	7	10
2	3/1/2023	3/31/2023	31	\$220,649.15	\$1,405,568.68	\$24,516.57	\$156,174.30	9	17
3	4/1/2023	4/30/2023	30	\$195,624.79	\$1,601,193.47	\$21,736.09	\$177,910.39	10	22
4	5/1/2023	5/31/2023	31	\$540,591.96	\$2,141,785.43	\$60,065.77	\$237,976.16	13	28
5	6/1/2023	6/30/2023	30	\$1,603,804.24	\$3,745,589.67	\$178,200.47	\$416,176.63	23	34
6	7/1/2023	7/31/2023	31	\$781,944.84	\$4,527,534.51	\$86,882.76	\$503,059.39	28	40
7	8/1/2023	8/31/2023	31	\$1,589,668.07	\$6,117,202.58	\$176,629.79	\$679,689.18	38	46
8	9/1/2023	9/30/2023	30	\$933,910.69	\$7,051,113.27	\$103,767.85	\$783,457.03	44	52
9	10/1/2023	10/31/2023	31	\$448,939.28	\$7,500,052.55	\$49,882.14	\$833,339.17	47	58
10	11/1/2023	11/30/2023	30	\$314,298.57	\$7,814,351.12	\$34,922.07	\$868,261.24	49	64
11	12/1/2023	12/31/2023	31	\$413,086.23	\$8,227,437.35	\$45,898.47	\$914,159.71	45	64
12	1/1/2024	1/31/2024	31	\$452,008.26	\$8,679,445.61	\$50,223.14	\$964,382.85	54	70
13	2/1/2024	2/29/2024	29	\$653,498.36	\$9,332,943.97	\$72,610.92	\$1,036,993.77	58	82

The contractor continued to place drainage pipe and form and pour various driveways along CR 366 and Chandler Road. The

6/30/2024 Comments - contractor continued to obliterate old FM 397 and process subgrade on the east half of proposed FM 397. The contractor continued to seal saw cuts along the new concrete pavement.

\$1,982,213.76 \$13,121,615.44

\$493,857.95 \$13,615,473.39

\$1,806,457.71 \$11,139,401.68 -\$450,709.47

\$586,284.30

\$690,611.34

\$716,603,86

\$104,327.04

\$25,992.52

66

77

80

Change Order Number	<u>Approved</u>	Cost This CO	7	Total COs
01	6/6/2023	\$ 11,562.50	\$	11,562.50

¹A. Design Error or Omission. Incorrect PS&E.: This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

Change Order Number	Approved	Cost This CO	Total COs
02	12/12/2023	\$ 82,015.80	\$ 93,578.30

²I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensates the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

Change Order Number	Approved	Cost This CO	Total COs
03	5/7/2024	71 050 63	164 628 93

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 off duty police officers.

Adjusted Price = \$17,858,891.39

88

93

99

Project Name: Bud Stockton Extension (CR 305 to FM 487)

Project No.	23IFB13		`			C	Original Contra	act Price =	\$5,917,275.00
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/14/2023			177	6	183
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	Used
1	2/1/2023	2/28/2023	16	\$173,685.65	\$173,685.65	\$19,298.41	\$19,298.41	3	9
2	3/1/2023	3/31/2023	31	\$509,598.69	\$683,284.34	\$56,622.07	\$75,920.48	13	26
3	4/1/2023	4/30/2023	30	\$596,757.76	\$1,280,042.10	\$66,306.42	\$142,226.90	25	42
4	5/1/2023	5/31/2023	31	\$935,377.65	\$2,215,419.75	\$103,930.85	\$246,157.75	43	59
5	6/1/2023	6/30/2023	30	\$493,627.50	\$2,709,047.25	\$54,847.50	\$301,005.25	52	75
6	7/1/2023	7/31/2023	31	\$1,774,451.07	\$4,483,498.32	\$197,161.23	\$498,166.48	87	92
7	8/1/2023	8/31/2023	14	\$822,967.99	\$5,306,466.31	-\$218,878.78	\$279,287.70	92	100
8	9/1/2023	9/30/2023	0	\$220,970.36	\$5,527,436.67	-\$166,482.87	\$112,804.83	98	100
9	10/1/2023	10/31/2023	0	\$27,078.46	\$5,554,515.13	\$552.62	\$113,357.45	98	100
10	11/1/2023	3/1/2024	0	\$15,204.70	\$5,569,719.83	\$310.30	\$113,667.75	99	100

6/30/2024 Comments - Awaiting vegetation establishment.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 3/7/2023
 \$ 35,830.59
 \$ 35,830.59

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 8/23/2023
 \$ 97,110.00
 \$ 132,940.59

^{2.} Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
03	2/14/2024	-292,169.97	-159,229.38

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 project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable). Due to the new stop condition on FM 487, TxDot requested LED stop signs and rumble strips be installed to make a safer condition at the new all-way stop. 2J. Other: Installing a 6in sleeve for Jarrell ISD High School under their new driveway off of Bud Stockton.

Adjusted Price = \$5,758,045.62

⁶D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Project Name: CR 307 and CR 305

Project No. 23IFB34 Original Contract								act Price =	\$2,796,832.80
Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	Days	<u>Total</u>
		Proceed	Work	Completion	Certificate		<u>Days</u>	Added	<u>Days</u>
2/22/2023	3/7/2023	4/7/2023	4/17/2023	2/12/2024			120	169	289
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
1	4/1/2023	4/30/2023	13	\$105,372.90	\$105,372.90	\$11,708.10	\$11,708.10	4	4
2	5/1/2023	5/31/2023	31	\$78,480.00	\$183,852.90	\$8,720.00	\$20,428.10	7	15
3	6/1/2023	6/30/2023	30	\$319,844.70	\$503,697.60	\$35,538.30	\$55,966.40	20	26
4	7/1/2023	7/31/2023	31	\$298,387.80	\$802,085.40	\$33,154.20	\$89,120.60	31	36
5	8/1/2023	8/31/2023	31	\$262,632.60	\$1,064,718.00	\$29,181.40	\$118,302.00	42	47
6	9/1/2023	9/30/2023	30	\$9,900.00	\$1,074,618.00	\$1,100.00	\$119,402.00	42	57
7	10/1/2023	10/31/2023	31	\$128,916.90	\$1,203,534.90	\$14,324.10	\$133,726.10	47	68
8	11/1/2023	11/30/2023	30	\$554,425.38	\$1,757,960.28	-\$41,201.87	\$92,524.23	65	79
9	12/1/2023	12/31/2023	31	\$6,650.00	\$1,764,610.28	\$350.00	\$92,874.23	65	79
10	1/1/2024	1/31/2024	31	\$585,425.81	\$2,350,036.09	\$30,811.88	\$123,686.11	87	89
11	2/1/2024	2/29/2024	12	\$158,831.53	\$2,508,867.62	-\$72,484.73	\$51,201.38	90	100
12	3/1/2024	3/31/2024	0	\$31,267.10	\$2,540,134.72	\$638.10	\$51,839.48	91	100
13	4/1/2024	5/31/2024	0	\$27,528.48	\$2,567,663.20	-\$25,903.49	\$25,935.99	91	100
6/30/2024	Comments -	- Project close o	ut in progress.						
Change Order N	Number_		Approved			Cost This CO			Total COs
01			11/2/2023			\$ 10,447.50			\$ 10,447.50

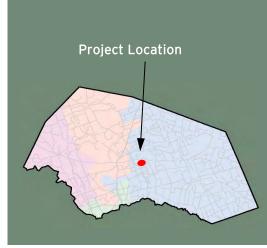
^{2.} Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order adds work zone pavement markings to the CR307 portion of the project. With the added amount of traffic on CR 307 due to the new school opening, the temporary pavement markings were added as an additional safety measure for the traveling public.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
02	2/14/2024	\$ 35,000.00	\$ 45,447.50

⁶C. Utilities not clear. This Change Order adds days to the contract time and increases the Barricades, signs, and traffic handling item due to the utility conflicts not being cleared by the dates stated in the Project Construction Manual.

Adjusted Price = \$2,842,280.30





Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)

Project Length: 2.3 Miles
Roadway Classification: Suburban Arterial

Project Schedule: October 2023 - Summer 2026 Estimated Construction Cost: \$30.5 Million



JUNE 2024 IN REVIEW

6/7/24: Capital Excavation poured the concrete rail along the West Mankins Bridge and set the bridge beams over SH 130 for the SH 130 Bridge. Capital completed installing all box culverts and continued pouring concrete curb and gutter throughout the project.

6/14/24: Capital Excavation formed and poured the concrete rail at West Mankins Bridge. Capital completed installing all box culverts and continued pouring concrete curb and gutter throughout the project. Capital continued forming various armored curb sections and riprap ditches in various locations.

6/21/24: Capital Excavation completed pouring the concrete rails for both Mankins bridges. The contractor poured flowable fill under all bridge approach slabs and continued slipping curb and gutter throughout the project. The contractor completed placing all beams on the SH 130 Bridge.

6/28/24: Capital Excavation continued pouring curb and gutter throughout the project. Subcontractor Lone Star Paving paved asphalt from SH 130 to East Mankins Bridge. Capital continued to form and pour concrete rip rap and curb inlets throughout the project





Design Engineer: Atkins Contractor: Capital Excavation Construction Observation: Noe Cruz, HNTB

Williamson County Road Bond Program

Corridor C / SH 29 Bypass

Project No.	23IFB67			Original Cont	ract Price =	\$30,540,848.03			
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023				973		973
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	9/30/2023	9/30/2023	1	\$1,397,211.48	\$1,397,211.48	\$155,245.72	\$155,245.72	5	0
2	10/1/2023	10/31/2023	31	\$1,541,032.92	\$2,938,244.40	\$171,225.88	\$326,471.60	11	3
3	11/1/2023	11/30/2023	30	\$1,838,538.26	\$4,776,782.66	\$204,282.03	\$530,753.63	17	6
4	12/1/2023	12/31/2023	31	\$2,431,249.16	\$7,208,031.82	\$270,138.79	\$800,892.42	26	10
5	1/1/2024	1/31/2024	31	\$1,078,672.93	\$8,286,704.75	\$119,852.55	\$920,744.97	30	13
6	2/1/2024	2/29/2024	29	\$2,770,832.24	\$11,057,536.99	\$307,870.25	\$1,228,615.22	40	16
7	3/1/2024	3/31/2024	31	\$1,644,580.73	\$12,702,117.72	\$182,731.19	\$1,411,346.41	46	19
8	4/1/2024	4/30/2024	30	\$3,003,806.67	\$15,705,924.39	\$333,756.30	\$1,745,102.71	57	22
9	5/1/2024	5/31/2024	31	\$1,749,723.10	\$17,455,647.49	\$194,413.68	\$1,939,516.39	63	25

The contractor continued pouring curb and gutter throughout the project. The contractor paved asphalt from SH 130 to East Mankins Bridge.

6/30/2024 Comments - The contractor continued to form and pour concrete rip rap and curb inlets throughout the project. The contractor began forming and placing crash walls at the SH 130 Bridge. The contractor continued to install pre-cast deck panels for the SH 130 Bridge.

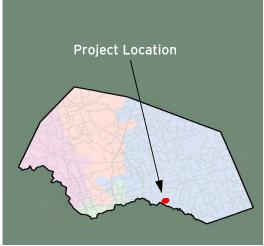
 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 5/2/2024
 \$ 6,201.00
 \$ 6,201.00

Adjusted Price = \$30,547,049.03

^{2.} Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.





CR 129 (South of Brushy Creek to North of Williamson County Line)

Project Length: 0.468 Miles

Roadway Classification: Rural Highway

Project Schedule: March 2024 - Late 2024 Estimated Construction Cost: \$2.4 Million



JUNE 2024 IN REVIEW

6/7/24: Chasco continued excavating for the new CR 129 roadway throughout the project and continued placing concrete pipe for various culverts and driveways. Subcontractor Tomeck continued placing footings for retaining walls 1 and 2 and began building wall 2.

6/14/24: Chasco continued placing topsoil and project clean up throughout project. Chasco began preparing the tie-ins on both ends of project for the traffic switch taking place next week.

6/21/24: Chasco continued excavating at the south end of the project. Chasco continued cutting the ditches at the south end of the project and began placing flexible base at the north end. Subcontractor Tomeck completed Wall 1 and continued placing blocks and backfilling behind Wall 2.

6/28/24: Chasco continued excavating for the new CR 129 roadway at the south end of the project. Chasco completed cutting the ditches at the south end of the project. Chasco backfilled walls 1 and 2 and graded the area between the walls. Subcontractor Tomeck completed walls 1 and 2.





Design Engineer: Garver Contractor: Chasco Constructors Construction Observation: Kyle McCoy, HNTB

Williamson County Road Bond Program

County Road 129 Project No. 24IFB23

Project No.							Original Cont	ract Price =	\$2,463,313.00
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
1/17/2024	1/30/2024	2/21/2024	3/4/2024				215		215
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	3/4/2024	3/31/2024	28	\$81,166.50	\$81,166.50	\$9,018.50	\$9,018.50	4	13
2	4/1/2024	4/30/2024	30	\$310,646.25	\$391,812.75	\$34,516.25	\$43,534.75	18	27
3	5/1/2024	5/31/2024	31	\$263,047.50	\$654,860.25	\$29,227.50	\$72,762.25	30	41
6/30/2024	Comments -		outh end of the	project. The contr	r CR 129 roadway a actor backfilled wa		graded the area bet		





CR 332 Realignment (South of FM 487 to North of CR 313)

Project Length: 0.407 Miles

Roadway Classification: Minor Collector

Project Schedule: February 2024 - Fall 2024 Estimated Construction Cost: \$2.6 Million



JUNE 2024 IN REVIEW

6/7/24: Chasco continued hauling in and processing final lift of flexible base throughout the project. Subcontractor Lone Star Paving placed asphalt throughout the project.

6/14/24: Chasco continued placing topsoil throughout project. Chasco began preparing the tie-ins on both ends of project for the upcoming traffic switch.

6/21/24: Traffic was switched onto the new roadway and Chasco closed off the existing roadway section. Chasco continued channel excavation and obliterating roadway at the north end of project by the Bedford Falls Lane intersection.

6/28/24: Chasco continued channel excavation and obliterating existing roadway. The contractor continued processing flexible base at the Bedford Falls Lane and Bell Rings Drive intersections. Chasco continued placing topsoil and material haul off throughout project.



Design Engineer: Seiler Lankes Group Contractor: Chasco Constructors Construction Observation: Joseph Jones, HNTB

Williamson County Road Bond Program



CR 332 Realignment
Project No. 24IFR14

Project No.	24IFB14						Original Cont	ract Price =	\$2,545,345.00
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024				240		240
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
1	2/5/2024	2/29/2024	15	\$535,916.70	\$535,916.70	\$59,546.30	\$59,546.30	23	6
2	3/1/2024	3/31/2024	31	\$565,245.45	\$1,101,162.15	\$62,805.05	\$122,351.35	48	19
3	4/1/2024	4/30/2024	30	\$108,512.78	\$1,209,674.93	\$12,056.98	\$134,408.33	52	32
4	5/1/2024	5/31/2024	31	\$194,134.50	\$1,403,809.43	\$21,570.50	\$155,978.83	61	45

6/30/2024 Comments - The contractor continued channel excavation and obliterating existing roadway. The contractor continued processing flexible base at the Bedford Falls Lane and Bell Rings Drive intersections. The contractor continued placing topsoil and material haul off throughout project.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 4/24/2024
 \$ 17,175.00
 \$ 17,175.00

Adjusted Price = \$2,562,520.00

^{4.} Third Party Accommodation 4B: Third party requested work: While performing the pre-shutdown for the Sonterra water line it was determined that Sonterra had a valve that would not close. Sonterra requested that the contractor replace the damaged valve as well as relocate an existing air release that was in conflict with the new tie-in.

CR 138 Right Turn Lane at SH 130 Project No. 24IFR19

Project No.	24IFB19		o .				Original Cont	ract Price =	\$1,748,938.75
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
12/19/2023	1/9/2024	2/12/2024	2/22/2024	5/6/2024			120		120
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	Used
1	2/20/2024	2/29/2024	10	\$167,340.78	\$167,340.78	\$18,593.42	\$18,593.42	10	8
2	3/1/2024	3/31/2024	31	\$331,151.09	\$498,491.87	\$36,794.57	\$55,387.99	31	34
3	4/1/2024	4/30/2024	30	\$744,553.73	\$1,243,045.60	\$82,728.19	\$138,116.18	78	59
4	5/1/2024	5/31/2024	6	\$153,988.33	\$1,397,033.93	-\$109,605.28	\$28,510.90	80	64

6/30/2024 Comments - Smith worked on punch list items.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 5/7/2024
 \$ 29,920.92
 \$ 29,920.92

Adjusted Price = \$1,778,859.67

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.

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Award of IFB #24IFB56 for Contract Mowing for County Right of Way for the Road and Bridge Department

Submitted For: Joy Simonton Submitted By: Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

45.

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #24IFB56 for Contract Mowing Services for County Right of Way to the lowest and best bidder, Incircle Management, Inc. in the amount of \$203,006.50.

Background

Williamson County sent out Five Hundred and Seventy-Eight (578) notifications with Forty-Nine (49) document takers and received Six (6) submissions. The bid received is from a qualified company for the service of mowing specified county rights-of-way. The solicitation document and vendor response will serve as the contract documents. Funding source is 01.0200.0210.003541. Department Contact is Matt Williamson.

Fiscal Impact

From/To	Acct No.	Description	Amount
1			

Attachments

Recommendation Letter
Incircle Management Bid Sheet
Bid Tabulation

Final Approval Date: 07/10/2024

Form 1295 Incircle Management Incd

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 01:25 PM County Judge Exec Asst. Becky Pruitt 07/10/2024 02:49 PM

Form Started By: Vickie Johnson Started On: 07/03/2024 10:26 AM



July 1, 2024

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

Subject: Recommendation for IFB #24IFB56 - Contract Mowing Services for County R.O.W.

After reviewing all the pertinent information, we have concluded that Incircle Management Inc. submitted the overall lowest and best offer for the 24IFB56 bid, Contract Mowing Services for County Right of Way. I recommend to the Williamson County Commissioners Court that they award Incircle Management Inc. the vendor for IFB #24IFB56 – Contract Mowing Services for County Right of Way.

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

Sincerely,

J. Terron Evertson, P.E.

Deputy Sr. Director of Infrastructure

att Willi for STE

Williamson County, TX

BID FORM - CONTRACT MOWING

ITEM#	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL
730-A	ROADSIDE MOWING (MOWING CYCLE)	CENTER LINE MILE	849.5	\$ 237.00	\$ 201,331.50
730-B	ROADSIDE MOWING (INDIVIDUAL SITE MOWING)	CENTER LINE MILE	5	\$ 335.00	\$ 1,675.00
				PROJECT TOTAL	\$ 203,006.50

Estimated quantities assume three (3) mowing cycles; and ten (10) individual site mowings at 0.5 center line mile per site



Bid Tabulation for 24IFB56 Contract Mowing for County Right of Way

Supplier	Date Submitted	Name	Project Total
Yellowstone Landscape	Jun 13, 2024 12:34 PM CDT	Chris Cathey	\$340,945.50
Incircle Management Inc	Jun 09, 2024 4:57 PM CDT	HB Jung	\$203,006.50
Green World Care Inc	Jun 07, 2024 3:48 PM CDT	Ken Lee	\$385,280.00
Ichor Group, Inc	Jun 13, 2024 9:09 AM CDT	Tammy Lindenberg	\$408,265.00
RHB	Jun 13, 2024 11:05 AM CDT	Tracey Hummel	\$338,151.00
TerraSol LLC	Jun 13, 2024 12:31 PM CDT	Ken Hall	\$355,494.00

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

_					1011			
	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 ONL' CERTIFICATION OF FI							
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2024-1184204				
	Incircle Management Inc		2022					
	Colleyville, TX United States		Date	Filed:				
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	07/0	4/2024				
	being filed.			01				
	Williamson County	son County			Date Acknowledged:			
3	description of the services, goods, or other property to be provide		dentify the c	ontract, and prov	ride a			
	24IFB56							
	Contract Mowing Services for County Right of Way							
4				Nature of				
	Name of Interested Party	City, State, Country (place of business)			plicable)			
				Controlling	Intermediary			
_								
				† †				
				 				
				 				
_								
_								
				<u>. </u>				
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION		_ 					
	My name is, and my date of birth is							
	My address is	(city)	,, (state)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct	rt.						
			5		2/			
	Executed inCounty	y, State of TEXAS , o	on the	day of(month)	, 20 (year)			
		heebok juni	3	. ,	- ,			
		Signature of authorized agent	of contractin	g business entity				
				(Declarant)				

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE		
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			ERTIFICATION	OF FILING	
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's pla		rtificate Number: 24-1184204		
	Incircle Management Inc		202	14-1104204		
	Colleyville, TX United States			te Filed:		
2	Name of governmental entity or state agency that is a party to th being filed.	e contract for which the form i	07/	/04/2024		
	Williamson County		Dat	te Acknowledged:		
			07/	/08/2024		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		dentify the	contract, and prov	vide a	
	24IFB56					
	Contract Mowing Services for County Right of Way					
4				Nature of		
•	Name of Interested Party	City, State, Country (place o	f business)	_ 		
				Controlling	Intermediary	
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	date of birth	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	et.				
	Executed inCount	v. State of .	on the	dav of	. 20 .	
		,		(month)		
		Signature of authorized agen	t of contracti	ing husiness entity		
		Signature of authorized agent (Declarar		ng business chilly		

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Award of IFB #24IFB570 for Ronald Reagan Boulevard Widening Project to Chasco Constructors for HNTB

Submitted For: Joy Simonton Submitted By: Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

46.

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #24IFB57 to Chasco Constructors for the Ronald Reagan Boulevard Widening Project for HNTB in the amount of \$52,159,299.00 and authorize execution of this agreement. The funding source is P336.

Background

Williamson County sent out One Thousand and Twelve (1,012) notifications with One Hundred Seventeen (117) document takers and received Five (5) submissions that were reviewed, and the apparent low bid, Chasco Constructors was found to be responsive and materially balanced. It is recommended that Williamson County award to Chasco Constructors. The funding source is P336 and Brent Kyler (HNTB) is the Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Package Form 1295 Chasco Constructors

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 07/10/2024 02:48 PM County Judge Exec Asst. Becky Pruitt 07/10/2024 02:50 PM

Form Started By: Vickie Johnson Started On: 07/03/2024 02:22 PM

Final Approval Date: 07/10/2024

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and <u>Chasco Constructors</u> (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **P336 - Ronald Reagan Boulevard Widening**

Article 2. Engineer of Record

The Project has been designed by <u>CP&Y</u>, <u>Inc. DBA STV Infrastructure</u>, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in 1035 calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES <u>Fifty Two Million One-Hundred Fifty Nine Thousand</u> Two Hundred Ninety Nine Dollars and Zero Cents \$52,159,299.00

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or bylaws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

- 6.1 This Standard Form of Agreement
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 General Conditions
- 6.8 Special Conditions
- 6.9 Technical Specifications
- 6.10 Plan Drawings
- 6.11 Addenda numbers 1 to 3, inclusive
- 6.12 Contractor's Bid Affidavit and Bid Form
- 6.13 Documentation submitted by Contractor prior to Notice of Award.
- 6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.
- 7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- 7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

- associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 7.10 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.
- 7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on "Effective Date" of the Agreement).	, 20 (which is the
COUNTY	CONTRACTOR
By:Bill Gravell, Jr., Williamson County Judge	By: Title:
	[CORPORATE SEAL]
Attest	Attest

Williamson County Road Bond Program Ronald Reagan Blvd. Widening June 25, 2024

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Chasco Constructors	\$ 52,159,299.00	1	(\$9,839,534.99)	-15.87%	\$ -	0.0%
James Construction Company, LLC	\$ 55,088,522.99	2	(\$6,910,311.00)	-11.1%	\$ 2,929,223.99	5.6%
Capital Excavation	\$ 55,278,538.13	3	(\$6,720,295.86)	-10.8%	\$ 3,119,239.13	6.0%
Jordan Foster Construction, LLC	\$ 57,327,460.57	4	(\$4,671,373.43)	-7.5%	\$ 5,168,161.57	9.9%
Joe Bland Construction, L.P.	\$ 63,457,397.18	5	\$1,458,563.19	2.4%	\$ 11,298,098.18	21.7%

					Engine	er's Estimate	Chaeca	Constructors	James Conet-und	tion Company, LLC	Canital	Excavation	Jordan Foeter C	Construction, LLC	Joe Bland Cons	nstruction I D
BID ITEM	TECH SPEC	DESCRIPTION	DID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	BID QUANTITY 274	STA	\$ 3,500.00		\$4,000.00	\$ 1,096,000.00	\$9,905.10	\$ 2,713,997.40	\$1,200.00		\$ 14,000.00			685,000.00
2	104-6009	REMOVING CONC (RIPRAP)	4,631	SY	\$ 15.00		\$ 15.00		\$5.04	\$ 23,340.24	\$14.00					231,550.00
3	104-6015	REMOVING CONC (SIDEWALKS)	25	SY	\$ 15.00		\$ 35.00		\$58.77	\$ 1,469.25	\$19.60					625.00
4	104-6029	REMOVING CONC (CURB OR CURB & GUTTER)	1,801	LF	\$ 10.00		\$ 6.00		\$7.04	\$ 12,679.04	\$18.00					72,040.00
5	104-6036 110-6001	REMOVING CONC (SIDEWALK OR RAMP) EXCAVATION (ROADWAY)	802 148,022	SY	\$ 14.00 \$ 17.00		\$ 12.00 \$ 10.50		\$10.83 \$9.14	\$ 8,685.66 \$ 1,352,921.08	\$19.60 \$13.50					\$ 24,060.00 \$ 2,072,308.00
7	110-6002	EXCAVATION (ROADWAT)	1,780	CY	\$ 30.00		\$ 24.00		\$17.42	\$ 31,007.60	\$29.50		\$ 18.00			32.040.00
8	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	119,019	CY	\$ 20.00		\$ 3.75		\$10.98	\$ 1,306,828.62	\$7.00		\$ 4.75			714,114.00
9	132-6047	EMBANKMENT (FINAL)(ORD COMP)(TY C1)	45,374	CY	\$ 30.00	\$ 1,361,220.00	\$ 36.00	\$ 1,633,464.00	\$33.34	\$ 1,512,769.16	\$24.00	\$ 1,088,976.00	\$ 18.00	\$ 816,732.00	\$ 22.00 \$	998,228.00
10	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	203,686	SY	\$ 1.00		\$ 2.00		\$0.49	\$ 99,806.14	\$1.12		\$ 1.70			814,744.00
11	161-WC01	EROSION CONTROL COMPOST (3")	50,921	SY	\$ 3.00		\$ 4.25		\$4.61	\$ 234,745.81	\$3.16	\$ 160,910.36	\$ 3.22	\$ 163,965.62		509,210.00
12	162-WC103 164-WC04	MULCH TOPDRESSING (5") SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	50,921 101,843	SY	\$ 5.00 \$ 0.50		\$ 4.75 \$ 0.20		\$4.57 \$0.21	\$ 232,708.97 \$ 21,387.03	\$3.16 \$0.22		\$ 2.17 \$ 0.19			305,526.00 101.843.00
14	164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	203,686	SY	\$ 0.70		\$ 0.60		\$0.16	\$ 32,589.76	\$0.22					\$ 203,686.00
15	164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	101,843	SY	\$ 0.60		\$ 0.20		\$0.16	\$ 16,294.88	\$0.17	\$ 17.313.31	\$ 0.19			101.843.00
16	166-6002	FERTILIZER	12.73	TON	\$ 2,000.00		\$ 1,650.00		\$3,003.90	\$ 38,239.65	\$3,160.00	\$ 40,226.80	\$ 1,700.00			35,644.00
17	168-WC01	VEGETATIVE WATERING	6,110.6	MG	\$ 20.00		\$ 30.00		\$20.00	\$ 122,212.00	\$41.00		\$ 0.01			134,433.20
18	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	96,438	SY	\$ 1.00		\$ 1.50		\$1.03	\$ 99,331.14	\$1.08		\$ 1.50			192,876.00
19	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	51,732	CY	\$ 55.00		\$ 43.00	\$ 2,224,476.00	\$45.10	\$ 2,333,113.20	\$50.00	\$ 2,586,600.00	\$ 47.00		\$ 62.00 \$	3,207,384.00
20	247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	1,214	CY	\$ 80.00		\$ 55.00		\$66.55	\$ 80,791.70	\$114.00		-			137,182.00
21	260-6002	LIME (HYDRATED LIME (SLURRY))	1,333	TON	\$ 325.00		\$ 335.00		\$336.71	\$ 448,834.43	\$325.00					553,195.00
22	260-6017 310-6001	LIME TRT(MIX EXST MATL & NEW BASE)(8") PRIME COAT (MULTI OPTION)	74,133	SY GAL	\$ 4.00 \$ 4.00		\$ 3.50 \$ 4.00		\$4.59	\$ 340,270.47 \$ 91,768.60	\$4.30 \$4.10		-			889,596.00 95,344.00
24	316-6005	ASPH (TIER II)	23,836 36,142	GAL	\$ 4.00		\$ 4.00 \$ 4.25		\$3.85 \$4.10	\$ 91,768.60 \$ 148,182.20	\$4.10 \$4.35					95,344.00 8 180,710.00
25	316-6242	AGGR(TY-PD GR-5 SAC-B)	753	CY	\$ 150.00		\$ 325.00		\$310.00	\$ 233,430.00	\$330.00		\$ 315.00			259,785.00
26	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	1,905	GAL	\$ 4.00		\$ 5.25		\$5.00	\$ 9,525.00	\$5.30	\$ 10,096.50	\$ 5.10	\$ 9,715.50	\$ 6.00 \$	11,430.00
27	316-6467	AGGR (TY-D GR-5)	39	CY	\$ 200.00		\$ 550.00		\$525.00	\$ 20,475.00	\$560.00		\$ 528.00	,		23,400.00
28	351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	10,000	SY	\$ 60.00	,	\$ 49.25	. ,	\$45.00	\$ 450,000.00	\$47.80		\$ 47.35			500,000.00
29	354-6045	PLANE ASPH CONC PAV (2")	7,679	SY	\$ 3.50 \$ 150.00		\$ 5.50		\$6.16	\$ 47,302.64	\$5.60		\$ 5.50			46,074.00
30 31	400-6005 401-6001	CEM STABIL BKFL FLOWABLE BACKFILL	1,172	CY	\$ 150.00 \$ 350.00	\$ 175,800.00 \$ 35,000.00	\$ 170.00 \$ 200.00		\$200.15 \$190.59	\$ 234,575.80 \$ 19,059.00	\$270.00 \$300.00	\$ 316,440.00 \$ 30,000.00	\$ 200.00 \$ 195.00		\$ 210.00 \$ \$ 240.00 \$	\$ 246,120.00 \$ 24.000.00
32	402-6001	TRENCH EXCAVATION PROTECTION	1,801	LF	\$ 10.00		\$ 7.00		\$1.13	\$ 2,035.13	\$7.95					18,010.00
33	403-6001	TEMPORARY SPL SHORING	3,321		\$ 50.00		\$ 13.00		\$60.00	\$ 199,260.00	\$6.35					\$ 126,198.00
34	416-6001	DRILL SHAFT (18 IN)	401	LF	\$ 180.00	\$ 72,180.00	\$ 170.00	\$ 68,170.00	\$160.00	\$ 64,160.00	\$200.00	\$ 80,200.00	\$ 168.00	\$ 67,368.00	\$ 270.00 \$	108,270.00
35	416-6004	DRILL SHAFT (36 IN)	2,804		\$ 380.00		\$ 295.00		\$270.00	\$ 757,080.00	\$280.00					987,008.00
36	416-6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	114	LF	\$ 150.00		\$ 240.00		\$230.00	\$ 26,220.00	\$244.00					\$ 33,060.00
37	416-6032 416-6033	DRILL SHAFT (TRF SIG POLE) (36 IN) DRILL SHAFT (TRF SIG POLE) (42 IN)	141 35	LF LF	\$ 300.00 \$ 425.00		\$ 415.00 \$ 575.00		\$396.00 \$550.00	\$ 55,836.00 \$ 19,250.00	\$420.00 \$580.00					67,962.00 3,415.00
39	416-6033	DRILL SHAFT (TRF SIG POLE) (42 IN) DRILL SHAFT (TRF SIG POLE) (48 IN)	198	LF	\$ 425.00		\$ 630.00		\$600.00	\$ 19,250.00	\$640.00					3,415.00 144,540.00
40	420-6013	CL C CONC (ABUT)	409.5	CY	\$ 1,500.00		\$ 1,150.00		\$1,500.00	\$ 614,250.00	\$1,100.00		\$ 1,400.00			614,250.00
41	420-6029	CL C CONC (CAP)	394.7	CY	\$ 1,700.00		\$ 1,280.00		\$1,900.00	\$ 749,930.00	\$1,560.00		\$ 1,775.00			710,460.00
42	420-6037	CL C CONC (COLUMN)	217.9	CY	\$ 1,500.00	\$ 326,850.00	\$ 1,240.00	\$ 270,196.00	\$1,500.00	\$ 326,850.00	\$1,420.00	\$ 309,418.00	\$ 1,490.00	\$ 324,671.00	\$ 2,700.00 \$	\$ 588,330.00
43	420-6057	CL C CONC (WINGWALLS)	26.1	CY	\$ 1,350.00	\$ 35,235.00	\$ 3,100.00		\$2,098.25	\$ 54,764.33	\$1,530.00	\$ 39,933.00	\$ 3,100.00			65,250.00
44	422-6001	REINF CONC SLAB APPROACH SLAB	115,322	SF	\$ 27.00	\$ 3,113,694.00	\$ 23.50		\$35.00	\$ 4,036,270.00 \$ 383.870.92	\$21.00	\$ 2,421,762.00 \$ 484,542.00	\$ 26.25 \$ 475.00	,. ,		3,229,016.00
45 46	422-6015 423-6001	RETAINING WALL (MSE)	598.2 13,815	CY SF	\$ 850.00 \$ 50.00		\$ 610.00 \$ 80.00	\$ 364,902.00 \$ 1,105,200.00	\$641.71 \$53.70	\$ 383,870.92 \$ 741,865.50	\$810.00 \$105.00					478,560.00 1,381,500.00
47	423-6005	RETAINING WALL (SPREAD FOOTING)	18,096	SF	\$ 80.00		\$ 95.00		\$80.00	\$ 1,447,680.00	\$105.00					1,918,176.00
48	425-6036	PRESTR CONC GIRDER (TX34)	3,096.34	LF	\$ 225.00		\$ 195.00		\$200.00	\$ 619,268.00	\$208.00	\$ 644,038.72	\$ 212.00	\$ 656,424.08	\$ 268.00 \$	829,819.12
49	425-6039	PRESTR CONC GIRDER (TX54)	11,381.46	LF	\$ 250.00	\$ 2,845,365.00	\$ 205.00	\$ 2,333,199.30	\$203.48	\$ 2,315,899.48	\$214.00	\$ 2,435,632.44	\$ 180.00	\$ 2,048,662.80	\$ 253.00 \$	2,879,509.38
50	432-6001	RIPRAP (CONC)(4 IN)	20	CY	\$ 950.00		\$ 760.00		\$550.42	\$ 11,008.40	\$940.00	\$ 18,800.00	\$ 980.00			30,000.00
51	432-6002	RIPRAP (CONC)(5 IN)	735	CY	\$ 700.00		\$ 800.00		\$331.54	\$ 243,681.90	\$700.00	\$ 514,500.00	\$ 710.00			661,500.00
52 53	432-6003 432-6022	RIPRAP (CONC)(6 IN) RIPRAP (STONE COMMON)(DRY)(6 IN)	12 693	CY	\$ 700.00 \$ 250.00		\$ 1,000.00 \$ 145.00		\$495.70 \$115.49	\$ 5,948.40 \$ 80,034.57	\$1,100.00 \$111.00	\$ 13,200.00 \$ 76,923.00	\$ 775.00 \$ 160.00			\$ 22,800.00 \$ 87.318.00
54	432-6022	RIPRAP (STONE COMMON)(DRY)(12 IN)	1,911		\$ 250.00		\$ 153.00		\$93.18	\$ 178,066.98	\$74.20		\$ 145.00			\$ 250,341.00
55	432-6026	RIPRAP (STONE COMMON)(DRY)(18 IN)	140	CY	\$ 210.00		\$ 154.00		\$92.43	\$ 12,940.20	\$153.00		\$ 215.00			19,600.00
56	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	290	CY	\$ 240.00	\$ 69,600.00	\$ 175.00	\$ 50,750.00	\$105.39	\$ 30,563.10	\$139.00	\$ 40,310.00	\$ 250.00	\$ 72,500.00	\$ 197.00 \$	57,130.00
57	432-6045	RIPRAP (MOW STRIP)(4 IN)	403	CY	\$ 600.00		\$ 740.00		\$613.54	\$ 247,256.62	\$860.00		\$ 1,000.00			282,100.00
58	450-6023	RAIL (TY SSTR)	2,817.3	LF	\$ 65.00		\$ 80.00		\$71.71	\$ 202,028.58	\$80.90					273,278.10
59 60	450-6030 454-6018	RAIL (TY C221) SEALED EXPANSION JOINT (4 IN) (SEJ - M)	4,786.8 851	LF LF	\$ 100.00 \$ 250.00		\$ 110.00 \$ 285.00		\$96.20 \$265.64	\$ 460,490.16 \$ 226,059.64	\$155.00 \$330.00					234,553.20 194,028.00
61	462-6001	CONC BOX CULV (3 FT X 2 FT)	671	LF	\$ 400.00		\$ 310.00		\$293.84	\$ 197,166.64	\$360.00					\$ 268,400.00
62	462-6007	CONC BOX CULV (5 FT X 3 FT)	120	LF	\$ 500.00	\$ 60,000.00	\$ 490.00	\$ 58,800.00	\$426.46	\$ 51,175.20	\$630.00		\$ 520.00	\$ 62,400.00		75,000.00
63	462-6026	CONC BOX CULV (9 FT X 7 FT)	102	LF	\$ 1,300.00		\$ 1,700.00		\$1,099.28	\$ 112,126.56	\$1,680.00					132,600.00
64	464-6003	RC PIPE (CL III)(18 IN)	401	LF	\$ 90.00		\$ 70.00		\$98.69	\$ 39,574.69	\$108.00		-			38,095.00
65	464-6005	RC PIPE (CL III)(24 IN)	2,097	LF	\$ 110.00		\$ 85.00	\$ 178,245.00	\$112.46	\$ 235,828.62	\$126.00		\$ 130.00		\$ 125.00 \$	262,125.00
66 67	464-6007 464-6008	RC PIPE (CL III)(30 IN) RC PIPE (CL III)(36 IN)	945 1,224	LF LF	\$ 160.00 \$ 220.00		\$ 120.00 \$ 155.00		\$133.44 \$179.20	\$ 126,100.80 \$ 219,340.80	\$193.00 \$236.00					\$ 160,650.00 \$ 257,040.00
68	464-6008	RC PIPE (CL III)(36 IN) RC PIPE (CL III)(54 IN)	1,224	LF	\$ 220.00		\$ 155.00 \$ 375.00		\$179.20 \$355.88	\$ 219,340.80 \$ 83,987.68	\$236.00 \$450.00					
69	465-6002	MANH (COMPL)(PRM)(48IN)	1	EA	\$ 6,300.00		\$ 4,100.00		\$3,983.76	\$ 3,983.76	\$3,880.00					6,800.00
70	465-6003	MANH (COMPL)(PRM)(60IN)	1		\$ 8,000.00		\$ 6,300.00		\$5,038.66	\$ 5,038.66	\$4,110.00					10,500.00
71	465-6009	JCTBOX(COMPL)(PJB)(5FTX5FT)	2	EA	\$ 8,200.00		\$ 9,500.00		\$7,585.40	\$ 15,170.80	\$7,700.00					\$ 21,500.00
72	465-6153	INLET (COMPL)(PAZD)(RC)(4FTX4FT)	1	EA	\$ 9,000.00		\$ 5,700.00		\$5,969.05	\$ 5,969.05	\$5,400.00					8,250.00
73	465-6162	INLET(COMPL)(PAZD)(FG)(5FTX5FT-4FTX4FT)	1	EA	\$ 9,000.00		\$ 8,700.00		\$7,451.67	\$ 7,451.67	\$6,900.00					13,500.00
74 75	465-6558 465-6559	INL(CMP)(PAZD-CZ)(FG)(3FTX3FT-3FTX3FT) INL(CMP)(PAZD-CZ)(FG)(4FTX4FT-3FTX3FT)	5	EA EA	\$ 11,000.00 \$ 12,000.00		\$ 6,400.00 \$ 8,200.00		\$5,952.90 \$7,124.25	\$ 29,764.50 \$ 7,124.25	\$5,300.00 \$6,500.00					\$ 32,500.00 \$ 7,500.00
76	466-6165	WINGWALL (FW - S) (HW=4 FT)	1	EA	\$ 12,000.00		\$ 20,000.00		\$9,403.76	\$ 7,124.25	\$5,200.00					5 7,500.00 5 14,500.00
77	466-6178	WINGWALL (PW - 3) (HW-4 FT) WINGWALL (PW - 1) (HW-3 FT)	1	EA	\$ 12,000.00		\$ 20,000.00		\$19,317.33	\$ 19,317.33	\$13,000.00					9,500.00
78	467-6173	SET (TY I)(S= 5 FT)(HW= 3 FT)(6:1) (C)	2	EA	\$ 13,500.00		\$ 16,500.00		\$17,150.95	\$ 34,301.90	\$14,000.00					\$ 213,000.00
		SET (TY II) (18 IN) (RCP) (4: 1) (P)	4	EA	\$ 1,200.00		\$ 2,400.00		\$1,159.80	\$ 4,639.20	\$1,290.00		\$ 2,400.00			8,000.00
79	467-6359	SET (11 II) (18 IN) (RCP) (4: 1) (P)														
79 80 81	467-6359 467-6363 467-6389	SET (TY II) (18 IN) (RCP) (4: 1) (P) SET (TY II) (18 IN) (RCP) (6: 1) (P) SET (TY II) (24 IN) (RCP) (3: 1) (P)	2	EA EA	\$ 1,200.00 \$ 2,500.00		\$ 2,900.00 \$ 3,100.00	\$ 5,800.00	\$1,551.52 \$1,836.28	\$ 3,103.04 \$ 1,836.28	\$1,290.00 \$2,520.00		\$ 2,600.00 \$ 2,600.00		\$ 3,250.00 \$	6,500.00 4,250.00

ne 25, 2024 BID ITEM	TECH SPEC	DESCRIPTION		TIME	Engineer's	Estimate	Chasco Co	onstructors	James Construct	tion Company, LLC	Capital	Excavation	Jordan Foster C	Construction, LLC	Joe Bland Co	onstruction, L.P.
			BID QUANTITY		UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
83	467-6418	SET (TY II) (30 IN) (RCP) (3: 1) (P)	1	EA	\$ 3,000.00 \$	3,000.00	\$ 4,000.00	4,000.00	\$3,810.58	\$ 3,810.58	\$4,350.00	\$ 4,350.00		\$ 6,500.00	\$ 6,937.00	\$ 6,937.00
84 85	467-6423 467-6454	SET (TY II) (30 IN) (RCP) (6: 1) (P) SET (TY II) (36 IN) (RCP) (6: 1) (P)	13 19	EA EA	\$ 3,000.00 \$ \$ 5,000.00 \$	39,000.00 95,000.00	\$ 4,500.00 S \$ 7,700.00 S		\$2,404.77 \$6,787.12	\$ 31,262.01 \$ 128,955.28	\$5,600.00 \$7,900.00	\$ 72,800.00 \$ 150,100.00			\$ 6,131.00 \$ 6,824.00	\$ 79,703.00 \$ 129,656.00
86	467-6489	SET (TY II) (54 IN) (RCP) (6: 1) (P)	1		\$ 10,000.00 \$	10,000.00	\$ 22,000.00		\$32,992.84	\$ 32,992.84	\$22,900.00					
87	471-6007	GRATE AND FRAME (BRIDGE DRAIN)	6	EA	\$ 4,000.00 \$	24,000.00	\$ 6,250.00		\$3,663.20	\$ 21,979.20	\$3,780.00	\$ 22,680.00			\$ 6,459.00	
88	481-6013	PIPE (PVC) (SCH 40) (6 IN)	1,061	LF	\$ 130.00 \$	137,930.00	\$ 110.00 \$	116,710.00	\$48.61	\$ 51,575.21	\$44.10	\$ 46,790.10			\$ 123.00	\$ 130,503.0
89	496-6002 496-6004	REMOV STR (INLET) REMOV STR (SET)	4	EA EA	\$ 900.00 \$ \$ 725.00 \$	3,600.00 25,375.00	\$ 2,000.00 S	8,000.00 35,000.00	\$913.03 \$456.52	\$ 3,652.12 \$ 15,978.20	\$1,010.00 \$380.00	\$ 4,040.00 \$ 13,300.00		\$ 4,000.00 \$ 15,400.00	\$ 2,838.00 \$ 692.00	\$ 11,352.0
90 91	496-6004	REMOV STR (SET)	35 2	EA EA	\$ 725.00 \$ \$ 1,800.00 \$	3,600.00	\$ 2,000.00		\$1,762.33	\$ 15,978.20	\$3,030.00	\$ 6,060.00				\$ 24,220.0 \$ 7,400.0
92	496-6007	REMOV STR (PIPE)	2,705	LF	\$ 30.00 \$	81,150.00	\$ 25.00		\$23.26	\$ 62,918.30	\$14.55				\$ 30.00	
93	496-6032	REMOV STR (ROCKWALL)	9	EA	\$ 500.00 \$	4,500.00	\$ 600.00	5,400.00	\$1,008.33	\$ 9,074.97	\$360.00	\$ 3,240.00			\$ 1,710.00	\$ 15,390.0
94	496-6040	REMOV STR (RET WALL)	139	LF	\$ 125.00 \$	17,375.00	\$ 23.00 \$		\$71.19	\$ 9,895.41	\$85.70					\$ 5,699.0
95 96	496-6043 496-6045	REMOV STR (SMALL FENCE) REMOV STR (FLAG POLE)	9,351	LF EA	\$ 6.00 \$ \$ 250.00 \$	56,106.00 500.00	\$ 1.50 S \$ 1,200.00 S		\$2.30 \$756.25	\$ 21,507.30 \$ 1,512.50	\$3.85 \$810.00					\$ 37,404.0 \$ 2.118.0
97	496-6051	REMOV STR (PIPE GATE)	4	LF	\$ 20.00 \$	80.00	\$ 600.00		\$756.25	\$ 3,025.00	\$1,620.00					\$ 4,236.0
98	496-6092	REMOV STR (BARRIER GATE)	4		\$ 500.00 \$	2,000.00	\$ 1,000.00		\$756.25	\$ 3,025.00	\$1,620.00					\$ 4,400.0
99	496-6093	REMOV STR (MASONARY)	36	LF	\$ 20.00 \$	720.00	\$ 1,000.00 \$	36,000.00	\$54.84	\$ 1,974.24	\$140.00	\$ 5,040.00	\$ 115.00	\$ 4,140.00	\$ 41.00	\$ 1,476.0
100	500-6001	MOBILIZATION	1	LS	\$ 5,640,000.00 \$		\$ 3,318,000.00	3,318,000.00	\$5,400,000.00	\$ 5,400,000.00	\$4,500,000.00		\$ 5,355,000.00		\$ 6,230,000.00	\$ 6,230,000.0
101	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	34	MO LF	\$ 8,500.00 \$	289,000.00	\$ 3,000.00		\$8,770.60 \$44.97	\$ 298,200.40	\$5,600.00	\$ 190,400.00				\$ 850,000.0
102	506-6002 506-6003	ROCK FILTER DAMS (INSTALL) (TY 2) ROCK FILTER DAMS (INSTALL) (TY 3)	1,565 330	LF	\$ 50.00 \$ \$ 50.00 \$	78,250.00 16,500.00	\$ 35.00 S \$ 70.00 S		\$44.97 \$119.94	\$ 70,378.05 \$ 39,580.20	\$47.30 \$126.00	\$ 74,024.50 \$ 41,580.00			\$ 40.00 \$ 61.00	\$ 62,600.0 \$ 20,130.0
104	506-6011	ROCK FILTER DAMS (REMOVE)	1,865	LF	\$ 15.00 \$	27,975.00	\$ 11.00		\$21.60	\$ 40,284.00	\$22.75					\$ 29,840.0
105	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	500	SY	\$ 35.00 \$	17,500.00	\$ 19.00		\$35.22	\$ 17,610.00	\$37.05					
106	506-6024	CONSTRUCTION EXITS (REMOVE)	500	SY	\$ 10.00 \$	5,000.00	\$ 11.00		\$13.14	\$ 6,570.00	\$13.85	\$ 6,925.00	\$ 11.50		\$ 10.25	\$ 5,125.0
107	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	7,230	LF	\$ 3.50 \$	25,305.00	\$ 3.50 \$		\$4.59	\$ 33,185.70	\$4.85	,		,		\$ 25,305.0
108 109	506-6039 506-6040	TEMP SEDMT CONT FENCE (REMOVE) BIODEG EROSN CONT LOGS (INSTL) (8")	7,230 994	LF LF	\$ 1.00 \$ \$ 7.00 \$	7,230.00 6,958.00	\$ 0.75 S \$ 7.00 S		\$1.44 \$7.46	\$ 10,411.20 \$ 7,415.24	\$1.50 \$7.85					\$ 7,230.0 \$ 5,715.5
110	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	994	LF	\$ 1.50 \$	1,491.00	\$ 2.00		\$2.46	\$ 2,445.24	\$2.60					\$ 994.0
111	508S-I10S	COA INLET, STANDARD 10 FT	4	EA	\$ 6,000.00 \$	24,000.00	\$ 6,500.00		\$5,941.38	\$ 23,765.52	\$7,300.00					\$ 25,068.0
112	512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	6,230	LF	\$ 70.00 \$	436,100.00	\$ 20.00	124,600.00	\$40.24	\$ 250,695.20	\$16.10				\$ 74.00	\$ 461,020.0
113	512-6025	PORT CTB (MOVE)(SGL SLP)(TY 1)	4,086	LF	\$ 10.00 \$	40,860.00	\$ 19.00	77,634.00	\$5.88	\$ 24,025.68	\$10.30	\$ 42,085.80				\$ 39,838.5
114	512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	6,230	LF	\$ 15.00 \$	93,450.00	\$ 18.00		\$8.72	\$ 54,325.60	\$20.25	\$ 126,157.50			\$ 14.00	\$ 87,220.0
115 116	529-6007 529-6008	CONC CURB & GUTTER (TY I) CONC CURB & GUTTER (TY II)	104	LF LF	\$ 30.00 \$ \$ 25.00 \$	3,120.00 34,025.00	\$ 36.00 S		\$25.00 \$25.00	\$ 2,600.00 \$ 34,025.00	\$51.80 \$39.65	\$ 5,387.20 \$ 53,963.65		,	\$ 65.00 \$ 24.00	\$ 6,760.0 \$ 32,664.0
117	529-6038	CONC CURB (RIBBON)	632	LF	\$ 25.00 \$	15,800.00	\$ 33.00		\$17.73	\$ 11,205.36	\$41.45					\$ 75,208.0
118	530-6004	DRIVEWAYS (CONC)	299	SY	\$ 120.00 \$	35,880.00	\$ 115.00	34,385.00	\$88.22	\$ 26,377.78	\$169.00	\$ 50,531.00			\$ 272.00	\$ 81,328.0
119	530-6005	DRIVEWAYS (ACP)	4,091	SY	\$ 60.00 \$	245,460.00	\$ 65.00	265,915.00	\$64.03	\$ 261,946.73	\$87.00	\$ 355,917.00	\$ 73.50	\$ 300,688.50	\$ 136.00	\$ 556,376.0
120	531-6002	CONC SIDEWALKS (5")	158	SY	\$ 90.00 \$	14,220.00	\$ 100.00	15,800.00	\$96.68	\$ 15,275.44	\$81.60	\$ 12,892.80		\$ 17,380.00		\$ 16,906.0
121	531-6004	CURB RAMPS (TY 1)	7	EA	\$ 2,000.00 \$	14,000.00	\$ 2,400.00		\$2,641.31	\$ 18,489.17	\$1,500.00				\$ 2,893.00	\$ 20,251.0
122 123	531-6010 540-6001	CURB RAMPS (TY 7) MTL W-BEAM GD FEN (TIM POST)	19 4,902	EA LF	\$ 2,000.00 \$ \$ 25.00 \$	38,000.00 122,550.00	\$ 2,600.00 S		\$2,641.31 \$29.87	\$ 50,184.89 \$ 146,422.74	\$2,020.00 \$31.55					\$ 54,967.0 \$ 171,570.0
124	540-6005	TERMINAL ANCHOR SECTION	4,902	EA	\$ 600.00 \$	1,200.00	\$ 1,220.00	2,440.00	\$978.93	\$ 1,957.86	\$1,170.00	\$ 2,340.00			\$ 1,241.00	\$ 2,482.0
125	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	19	EA	\$ 2,000.00 \$	38,000.00	\$ 2,230.00		\$2,510.07	\$ 47,691.33	\$2,140.00					
126	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	21	EA	\$ 1,500.00 \$	31,500.00	\$ 1,670.00	35,070.00	\$1,957.85	\$ 41,114.85	\$1,600.00	\$ 33,600.00	\$ 1,600.00	\$ 33,600.00	\$ 1,692.00	\$ 35,532.0
127	540-6020	MTL W - BEAM GD FEN (LOW FILL CULVERT)	113	LF	\$ 100.00 \$	11,300.00	\$ 100.00 \$		\$74.05	\$ 8,367.65	\$95.80	\$ 10,825.40			\$ 101.00	\$ 11,413.0
128	542-6001	REMOVE METAL BEAM GUARD FENCE	988	LF	\$ 3.00 \$ \$ 200.00 \$	2,964.00	\$ 7.00 \$		\$5.02	\$ 4,959.76 \$ 1,506.04	\$3.25	\$ 3,211.00				\$ 3,458.0
129 130	542-6003 544-6001	REMOVE DOWNSTREAM ANCHOR TERMINAL GUARDRAIL END TREATMENT (INSTALL)	26	EA EA	\$ 200.00 \$ \$ 3,500.00 \$	400.00 91,000.00	\$ 585.00 S \$ 4,100.00 S	1,170.00	\$753.02 \$4,518.12	\$ 1,506.04 \$ 117,471.12	\$189.00 \$3,920.00	\$ 378.00 \$ 101,920.00			\$ 200.00 \$ 4,149.00	\$ 400.0 \$ 107,874.0
131	544-6003	GUARDRAIL END TREATMENT (REMOVE)	9	EA	\$ 300.00 \$	2,700.00	\$ 280.00	2,520.00	\$502.01	\$ 4,518.09	\$270.00	\$ 2,430.00		\$ 2,475.00	\$ 286.00	\$ 2,574.0
132	545-6003	CRASH CUSH ATTEN (MOVE & RESET)	14	EA	\$ 2,000.00 \$	28,000.00	\$ 2,500.00	35,000.00	\$1,000.00	\$ 14,000.00	\$2,370.00	\$ 33,180.00		\$ 33,600.00	\$ 2,512.00	\$ 35,168.0
133	545-6005	CRASH CUSH ATTEN (REMOVE)	20	EA	\$ 1,200.00 \$	24,000.00	\$ 800.00	16,000.00	\$600.00	\$ 12,000.00	\$760.00	\$ 15,200.00				\$ 16,000.0
134	545-6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	21	EA	\$ 9,000.00 \$	189,000.00	\$ 12,000.00	252,000.00	\$7,500.00	\$ 157,500.00	\$9,200.00	\$ 193,200.00			\$ 9,772.00	\$ 205,212.0
135	552-6003	WIRE FENCE (TY C)	5,000	LF	\$ 18.00 \$	90,000.00	\$ 11.00 5		\$9.75	\$ 48,750.00	\$10.45					\$ 56,250.0
136 137	552-6004 552-6005	WIRE FENCE (TY D) GATE (TY 1)	5,000	LF EA	\$ 18.00 \$ \$ 3,000.00 \$	90,000.00	\$ 11.00 S \$ 1,350.00 S	55,000.00 2,700.00	\$9.75 \$1,250.00	\$ 48,750.00 \$ 2,500.00	\$10.45 \$1,340.00	\$ 52,250.00 \$ 2,680.00			\$ 11.25 \$ 1,427.00	\$ 56,250.0 \$ 2.854.0
138	552-6006	GATE (TY 2)	2	EA	\$ 3,000.00 \$	6,000.00	\$ 1,350.00 \$		\$1,250.00	\$ 2,500.00	\$1,340.00	\$ 2,680.00				\$ 2,854.0
139	560-6007	MAILBOX INSTALL-S (WC-POST) TY 3	1	EA	\$ 250.00 \$	250.00	\$ 1,300.00		\$368.39	\$ 368.39	\$370.00	\$ 370.00			\$ 1,427.00	\$ 1,427.0
140	618-6029	CONDT (PVC) (SCH 40) (3")	5,935	LF	\$ 25.00 \$	148,375.00	\$ 20.00		\$19.00	\$ 112,765.00	\$20.20			,	\$ 24.00	\$ 142,440.0
141	618-6030	CONDT (PVC) (SCH 40) (3") (BORE)	4,650	LF	\$ 40.00 \$	186,000.00	\$ 66.00		\$63.00	\$ 292,950.00	\$67.00					\$ 353,400.0
142 143	620-6007 620-6008	ELEC CONDR (NO.8) BARE ELEC CONDR (NO.8) INSULATED	3,805 7,610	LF LF	\$ 2.00 \$ \$ 2.30 \$	7,610.00 17,503.00	\$ 1.50 S \$ 1.75 S		\$1.30 \$1.50	\$ 4,946.50 \$ 11,415.00	\$1.40 \$1.60	\$ 5,327.00 \$ 12,176.00			\$ 1.50 \$ 1.90	\$ 5,707.5 \$ 14,459.0
143	620-6008	TRAY CABLE (4 CONDR) (12 AWG)	7,610	LF LF	\$ 2.30 \$	1,980.00	\$ 1.75 5		\$1.50	\$ 11,415.00 \$ 1,320.00	\$1.60 \$2.15					
145	624-6010	GROUND BOX TY D (162922)W/APRON	38	EA	\$ 1,500.00 \$	57,000.00	\$ 2,400.00		\$2,300.00	\$ 87,400.00	\$2,440.00	\$ 92,720.00			\$ 2,797.00	\$ 106,286.0
146	628-6145	ELC SRV TY D 120/240 060(NS)SS(E)SP(O)	3	EA	\$ 7,000.00 \$	21,000.00	\$ 6,500.00	19,500.00	\$6,200.00	\$ 18,600.00	\$6,600.00	\$ 19,800.00	\$ 6,500.00	\$ 19,500.00	\$ 7,540.00	\$ 22,620.
147	636-6001	ALUMINUM SIGNS (TY A)	9	SF	\$ 30.00 \$	270.00	\$ 55.00		\$41.40	\$ 372.60	\$530.00					
148	636-6007	REPLACE EXISTING ALUMINUM SIGNS(TY A)	6	SF	\$ 60.00 \$	360.00	\$ 315.00		\$44.00	\$ 264.00	\$530.00					
149 150	644-6001 644-6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P) IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	51		\$ 750.00 \$ \$ 820.00 \$	38,250.00 820.00	\$ 1,040.00 S		\$1,225.00 \$1,225.00	\$ 62,475.00 \$ 1,225.00	\$1,050.00 \$1,320.00					
151	644-6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) IN SM RD SN SUP&AM TY10BWG(1)SA(T)	36		\$ 1,000.00 \$	36,000.00	\$ 1,300.00 \$		\$1,225.00	\$ 1,225.00	\$1,320.00					
152	644-6005	IN SM RD SN SUP&AM TY10BWG(1)SA(T-2EXT)	1	EA	\$ 900.00 \$	900.00	\$ 1,900.00		\$1,225.00	\$ 1,225.00	\$1,890.00	\$ 1,890.00				
153	644-6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	1	EA	\$ 1,000.00 \$	1,000.00	\$ 1,340.00		\$1,225.00	\$ 1,225.00	\$1,340.00					
154	644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	3	EA	\$ 1,000.00 \$	3,000.00	\$ 1,340.00		\$435.00	\$ 1,305.00	\$1,320.00	\$ 3,960.00				
155	644-6036	IN SM RD SN SUP&AM TYS80(1)SA(U-BM)	1		\$ 1,100.00 \$	1,100.00	\$ 1,575.00 \$		\$435.00	\$ 435.00	\$1,580.00					
156 157	644-6068 644-6076	RELOCATE SM RD SN SUP&AM TY 10BWG REMOVE SM RD SN SUP&AM	6 17	EA EA	\$ 600.00 \$ \$ 120.00 \$	3,600.00 2,040.00	\$ 455.00 S \$ 315.00 S	,	\$750.00 \$250.00	\$ 4,500.00 \$ 4,250.00	\$460.00 \$210.00	. ,				, .
158	658-6060	REMOVE DELIN & OBJECT MARKER ASSMS	13	EA	\$ 25.00 \$	325.00	\$ 315.00 5		\$68.57	\$ 4,250.00	\$210.00					
159	658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	102	EA	\$ 30.00 \$	3,060.00	\$ 47.00		\$45.73	\$ 4,664.46	\$32.90					
160	658-6064	INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2	163	EA	\$ 30.00 \$	4,890.00	\$ 47.00	7,661.00	\$46.67	\$ 7,607.21	\$32.90			\$ 14,344.00	\$ 52.00	\$ 8,476.
161	662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	1,823	LF	\$ 0.50 \$	911.50	\$ 2.75		\$2.50	\$ 4,557.50	\$1.10					
162	662-6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	131	LF	\$ 3.00 \$	393.00	\$ 15.50 \$		\$15.00	\$ 1,965.00	\$27.00					
163	662-6034 666-6018	WK ZN PAV MRK NON-REMOV (Y)4"(SLD) REFL PAV MRK TY I (W)6"(DOT)(100MIL)	10,265 1,433	LF LF	\$ 0.50 \$ \$ 1.50 \$	5,132.50 2,149.50	\$ 1.10 S \$ 1.40 S		\$0.95 \$1.25	\$ 9,751.75 \$ 1,791.25	\$1.10 \$1.35					
164																

BID ITEM	TECH SPEC	DESCRIPTION		111-11-	Engineer	s Estimate	Chasco	Constructors	James Construc	tion Company, LLC	Capital Exc	cavation	Jordan Foster (Construction, LLC	Joe Bland Co	nstruction, L.P.
			BID QUANTITY	MEASURE	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
166 167	666-6048 666-6054	REFL PAV MRK TY I (W)24"(SLD)(100MIL) REFL PAV MRK TY I (W)(ARROW)(100MIL)	2,027 65	LF EA	\$ 9.00 \$ \$ 160.00 \$	18,243.00 10,400.00	\$ 13.50 \$ 220.00	\$ 27,364.50 \$ 14,300.00	\$13.00 \$205.00	\$ 26,351.00 \$ 13,325.00	\$13.50 \$ \$310.00 \$	27,364.50 20,150.00	\$ 14.00 \$ 225.00	\$ 28,378.00 \$ 14,625.00	\$ 15.00 \$ \$ 234.00 \$	\$ 30,405.0 \$ 15,210.0
168	666-6072	REFL PAV MRK TY I(W)(LNDP ARW)(100MIL)	4	EA	\$ 315.00 \$	1,260.00	\$ 790.00		\$750.00	\$ 3,000.00	\$460.00 \$	1,840.00		\$ 3,320.00		\$ 3,428.0
169	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	65	EA	\$ 200.00 \$	13,000.00	\$ 220.00	\$ 14,300.00	\$205.00	\$ 13,325.00	\$350.00 \$	22,750.00	\$ 220.00	\$ 14,300.00	\$ 235.00 \$	\$ 15,275.0
170	666-6105	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	9	EA	\$ 150.00 \$	1,350.00			\$205.00	\$ 1,845.00	\$400.00 \$	3,600.00		\$ 2,025.00		\$ 2,115.0
171	666-6111 666-6225	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL) PAVEMENT SEALER 6"	9	EA LF	\$ 175.00 \$	1,575.00 39,372.30	\$ 220.00		\$205.00 \$0.20	\$ 1,845.00 \$ 26,248.20	\$460.00 \$	4,140.00 56,433.63		\$ 2,025.00 \$ 26,248.20		\$ 2,115.0 \$ 32.810.2
172 173	666-6226	PAVEMENT SEALER 6" PAVEMENT SEALER 8"	131,241	LF	\$ 0.30 \$ \$ 0.50 \$	6,591.00	\$ 0.25 \$ 0.35		\$0.20	\$ 26,248.20	\$0.43 \$ \$0.55 \$	7,250.10		\$ 26,248.20 \$ 4,350.06		\$ 32,810.2 \$ 4,613.7
174	666-6230	PAVEMENT SEALER 24"	2,027	LF	\$ 3.00 \$		\$ 3.00		\$2.50	\$ 5,067.50	\$1.10 \$	2,229.70				\$ 5,878.3
175	666-6231	PAVEMENT SEALER (ARROW)	65	EA	\$ 25.00 \$	1,625.00	\$ 42.00	\$ 2,730.00	\$40.00	\$ 2,600.00	\$27.00 \$	1,755.00	\$ 44.00	\$ 2,860.00	\$ 46.00 \$	\$ 2,990.0
176	666-6232	PAVEMENT SEALER (WORD)	65	EA	\$ 30.00 \$				\$50.00	\$ 3,250.00	\$80.90 \$	5,258.50				\$ 3,705.0
177 178	666-6237 666-6244	PAVEMENT SEALER (LNDP ARROW) PAVEMENT SEALER (BIKE ARROW)	9	EA EA	\$ 70.00 \$ \$ 25.00 \$	280.00 225.00	\$ 260.00 \$ 21.00		\$250.00 \$20.00	\$ 1,000.00 \$ 180.00	\$135.00 \$ \$80.90 \$	540.00 728.10		\$ 1,100.00 \$ 198.00		\$ 1,144.00 \$ 207.00
179	666-6245	PAVEMENT SEALER (BIKE SYMBOL)	9	EA	\$ 45.00		\$ 30.00		\$29.00	\$ 261.00	\$108.00 \$	972.00				\$ 306.0
180	666-6343	REF PROF PAV MRK TY I(W)6"(SLD)(100MIL)	58,930	LF	\$ 1.00 \$		\$ 1.10		\$1.05	\$ 61,876.50	\$1.19 \$	70,126.70				\$ 73,662.5
181	666-6347	REF PROF PAV MRK TY I(Y)6"(SLD)(100MIL)	57,545	LF	\$ 1.00 \$				\$1.05	\$ 60,422.25	\$1.19 \$	68,478.55	\$ 1.15	\$ 66,176.75		\$ 71,931.2
182	668-6076	PREFAB PAV MRK TY C (W) (24") (SLD)	101		\$ 14.00 \$				\$20.00	\$ 2,020.00	\$27.00 \$	2,727.00				\$ 2,323.0
183 184	668-6106 672-6003	PREFAB PAV MRK TY C (Y) (12") (SLD) PLOWABLE REFL PAV MRKR TY II-A-A	829 110	LF EA	\$ 7.00 \$ \$ 50.00 \$	5,803.00 5,500.00	\$ 10.50 \$ 7.50		\$10.00 \$7.00	\$ 8,290.00 \$ 770.00	\$18.35 \$ \$8.35 \$	15,212.15 918.50		\$ 9,119.00 \$ 880.00		\$ 9,533.5 \$ 880.0
185	672-6003	PLOWABLE REFL PAV MIKKR TY II-G-R	667	EA	\$ 50.00	33.350.00	\$ 18.00		\$17.00	\$ 11,339.00	\$8.35 \$	5.569.45		\$ 12,673.00		\$ 13.006.5
186	677-6001	ELIM EXT PAV MRK & MRKS (4")	4,186	LF	\$ 0.70 \$	2,930.20	\$ 2.50		\$2.30	\$ 9,627.80	\$0.45 \$	1,883.70		\$ 10,674.30		\$ 10,465.0
187	677-6003	ELIM EXT PAV MRK & MRKS (8")	140	LF	\$ 0.90 \$	126.00	\$ 5.50		\$5.20	\$ 728.00	\$2.15 \$	301.00				\$ 840.0
188	677-6005	ELIM EXT PAV MRK & MRKS (12")	212	LF	\$ 3.00 \$	636.00	\$ 8.00		\$7.75	\$ 1,643.00	\$3.25 \$	689.00		\$ 1,823.20		\$ 1,908.0
189 190	677-6008 677-6012	ELIM EXT PAV MRK & MRKS (ARROW) ELIM EXT PAV MRK & MRKS (WORD)	2	EA EA	\$ 75.00 \$ \$ 75.00 \$	5 150.00 5 75.00	\$ 135.00 \$ 150.00		\$130.00 \$145.00	\$ 260.00 \$ 145.00	\$59.40 \$ \$108.00 \$	118.80 108.00		\$ 286.00 \$ 160.00		\$ 298.0 \$ 166.0
191	678-6002	PAV SURF PREP FOR MRK (6")	1,440	LF	\$ 0.20	3 288.00	\$ 150.00		\$2.00	\$ 2,880.00	\$0.55 \$	792.00		\$ 3,168.00		\$ 3,240.0
192	680-6003	INSTALL HWY TRF SIG (SYSTEM)	5	EA	\$ 35,000.00 \$	175,000.00	\$ 18,500.00		\$17,500.00	\$ 87,500.00	\$18,600.00 \$	93,000.00		\$ 90,625.00		\$ 106,405.0
193	680-6004	REMOVING TRAFFIC SIGNALS	3	EA	\$ 4,000.00	12,000.00	\$ 2,600.00		\$2,500.00	\$ 7,500.00	\$2,660.00 \$	7,980.00		\$ 8,100.00		\$ 9,123.0
194 195	682-6001 682-6002	VEH SIG SEC (12")LED(GRN) VEH SIG SEC (12")LED(GRN ARW)	56 17	EA EA	\$ 300.00 \$ \$ 300.00 \$	16,800.00 5,100.00	\$ 315.00 \$ 315.00		\$300.00 \$300.00	\$ 16,800.00 \$ 5,100.00	\$320.00 \$ \$320.00 \$	17,920.00 5,440.00		\$ 17,920.00 \$ 5,440.00	\$ 365.00 \$ \$ 365.00 \$	\$ 20,440.00 \$ 6,205.00
195	682-6002	VEH SIG SEC (12")LED(GRN ARW) VEH SIG SEC (12")LED(YEL)	56	EA	\$ 300.00 \$	5,100.00	\$ 315.00 \$ 315.00		\$300.00 \$300.00	\$ 5,100.00	\$320.00 \$ \$320.00 \$	17,920.00		\$ 5,440.00 \$ 17,920.00		\$ 6,205.00 \$ 20.440.00
197	682-6004	VEH SIG SEC (12")LED(YEL ARW)	13	EA	\$ 300.00 \$	3,900.00	\$ 315.00		\$300.00	\$ 3,900.00	\$320.00 \$	4,160.00		\$ 4,160.00		\$ 4,745.0
198	682-6005	VEH SIG SEC (12")LED(RED)	56	EA	\$ 300.00 \$	16,800.00	\$ 315.00		\$300.00	\$ 16,800.00	\$320.00 \$	17,920.00	\$ 320.00	\$ 17,920.00	\$ 365.00 \$	\$ 20,440.00
199	682-6006	VEH SIG SEC (12")LED(RED ARW)	13	EA	\$ 300.00 \$	3,900.00	\$ 315.00		\$300.00	\$ 3,900.00	\$320.00 \$	4,160.00		\$ 4,160.00		\$ 4,745.0
200	682-6018 682-6051	PED SIG SEC (LED)(COUNTDOWN) BACKPLATE W/REFL BRDR(3 SEC)ALUM	28 65	EA EA	\$ 830.00 \$ \$ 180.00 \$	23,240.00 11,700.00	\$ 570.00 \$ 130.00		\$545.00 \$124.00	\$ 15,260.00 \$ 8,060.00	\$580.00 \$ \$132.00 \$	16,240.00 8,580.00		\$ 16,100.00 \$ 8,450.00		\$ 18,564.00 \$ 9,815.00
201	682-6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM BACKPLATE W/REFL BRDR(4 SEC)ALUM	4	EA	\$ 210.00 \$	840.00	\$ 160.00		\$124.00 \$150.00	\$ 6,060.00	\$132.00 \$ \$159.00 \$	636.00		\$ 640.00		\$ 732.00
203	684-6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	6,085	LF	\$ 2.00 \$	12,170.00	\$ 2.25		\$2.00	\$ 12,170.00	\$2.15 \$	13,082.75		\$ 13,387.00		\$ 15,212.50
204	684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	24,736	LF	\$ 3.00 \$	74,208.00	\$ 2.75		\$2.60	\$ 64,313.60	\$2.75 \$	68,024.00		\$ 68,024.00		\$ 80,392.00
205	684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	1,122	LF	\$ 3.50 \$	3,927.00	\$ 4.25		\$4.00	\$ 4,488.00	\$4.25 \$	4,768.50		\$ 4,768.50		\$ 5,497.80
206	686-6031 686-6035	INS TRF SIG PL AM(S)1 ARM(28')LUM INS TRF SIG PL AM(S)1 ARM(32')LUM	2	EA EA	\$ 13,000.00 \$ \$ 14,000.00 \$	13,000.00 28,000.00	\$ 12,500.00 \$ 13.500.00		\$12,000.00 \$13.000.00	\$ 12,000.00 \$ 26,000.00	\$12,800.00 \$ \$13.800.00 \$	12,800.00 27.600.00		\$ 12,650.00 \$ 27,400.00	\$ 14,593.00 \$ \$ 15.809.00 \$	\$ 14,593.00 \$ 31,618.00
208	686-6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	4	EA	\$ 14,000.00 \$	56,000.00	\$ 15,000.00	. ,	\$14,500.00	\$ 58,000.00	\$15,400.00 \$	61,600.00	,	\$ 61,200.00	,	\$ 70,532.00
209	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA	\$ 15,000.00 \$	15,000.00	\$ 16,250.00		\$15,600.00	\$ 15,600.00	\$16,600.00 \$	16,600.00		\$ 16,450.00		\$ 18,970.00
210	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	2	EA	\$ 18,000.00 \$	36,000.00	\$ 16,500.00		\$16,000.00	\$ 32,000.00	\$17,000.00 \$	34,000.00		\$ 33,700.00		\$ 38,914.00
211	686-6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	2	EA	\$ 30,000.00 \$	60,000.00	\$ 30,000.00		\$29,000.00	\$ 58,000.00	\$30,800.00 \$	61,600.00		\$ 61,000.00		\$ 70,532.00
212	686-6057 686-6059	INS TRF SIG PL AM(S)1 ARM(55') INS TRF SIG PL AM(S)1 ARM(55')LUM	2	EA EA	\$ 30,000.00 \$ \$ 33.000.00 \$	30,000.00 66,000.00	\$ 31,000.00 \$ 44.000.00		\$30,000.00 \$42.000.00	\$ 30,000.00 \$ 84,000.00	\$31,900.00 \$ \$44.600.00 \$	31,900.00 89,200.00	\$ 31,500.00 \$ 44,200.00	\$ 31,500.00 \$ 88.400.00		\$ 36,481.00 \$ 102.146.00
214	686-6063	INS TRF SIG PL AM(S)1 ARM(60')LUM	3	EA	\$ 34,000.00 \$	102,000.00	\$ 45,000.00		\$43,000.00	\$ 129,000.00	\$45,700.00 \$	137,100.00	, , , , , ,	\$ 135,600.00		\$ 156,867.00
215	686-6115	INS TRF SIG PL AM (S) 2 ARM (36-24') LUM	1	EA	\$ 15,000.00 \$	15,000.00	\$ 19,000.00	\$ 19,000.00	\$18,000.00	\$ 18,000.00	\$19,100.00 \$	19,100.00	\$ 18,900.00	\$ 18,900.00	\$ 21,889.00 \$	\$ 21,889.00
216	686-6147	INS TRF SIG PL AM(S)2 ARM(40-36')LUM	1	EA	\$ 18,000.00 \$	18,000.00	\$ 22,000.00	\$ 22,000.00	\$21,000.00	\$ 21,000.00	\$22,300.00 \$	22,300.00	\$ 22,100.00	\$ 22,100.00	\$ 25,537.00 \$	\$ 25,537.00
217	686-6167 686-6215	INS TRE SIG PL AM(S)2 ARM(44-36')LUM	1	EA EA	\$ 22,000.00 \$ \$ 35,000.00 \$	22,000.00 35,000.00	\$ 24,000.00 \$ 46,000.00		\$23,000.00 \$44,000.00	\$ 23,000.00 \$ 44,000.00	\$24,400.00 \$ \$46,800.00 \$	24,400.00 46,800.00		\$ 24,000.00 \$ 46,000.00		\$ 27,969.00 \$ 53,505.00
219	687-6001	INS TRF SIG PL AM(S)2 ARM(55-36')LUM PED POLE ASSEMBLY	17	EA	\$ 2,500.00	42,500.00	\$ 1,260.00		\$1,200.00	\$ 20,400.00	\$1,280.00 \$	21,760.00		\$ 21,250.00		\$ 24.820.00
220	688-6001	PED DETECT PUSH BUTTON (APS)	36	EA	\$ 1,000.00 \$	36,000.00	\$ 800.00		\$760.00	\$ 27,360.00	\$810.00 \$	29,160.00		\$ 28,800.00		\$ 33,300.00
221	688-6003	PED DETECTOR CONTROLLER UNIT	3	EA	\$ 3,500.00 \$	10,500.00	\$ 3,700.00	\$ 11,100.00	\$3,500.00	\$ 10,500.00	\$3,720.00 \$	11,160.00	\$ 3,700.00	\$ 11,100.00	\$ 4,257.00 \$	\$ 12,771.00
222	690-6137	VIVDS CABLE (INSTALL)	7,448	LF	\$ 4.00 \$	29,792.00	\$ 3.25		\$3.00	\$ 22,344.00	\$3.20 \$	23,833.60		\$ 23,461.20	\$ 3.75	\$ 27,930.00
223 224	730-6107 738-6001	FULL - WIDTH MOWING CLEANING / SWEEPING (CENTER MEDIAN)	6	CYC	\$ 5,000.00 \$ \$ 2,000.00 \$	30,000.00	\$ 5,500.00 \$ 3,200.00		\$1,986.19 \$2,089.79	\$ 11,917.14 \$ 12,538.74	\$4,400.00 \$ \$5,700.00 \$	26,400.00 34,200.00		\$ 66,000.00 \$ 12,600.00		\$ 26,028.00 \$ 12,672.00
225	3076-6001	D-GR HMA TY-B PG64-22	72,945	TON	\$ 120.00	8,753,400.00	\$ 3,200.00		\$82.00	\$ 5,981,490.00	\$87.15 \$	6,357,156.75		\$ 6,200,325.00	. ,	\$ 6,856,830.00
226	3076-6031	D-GR HMA TY-C PG76-22	363	TON	\$ 170.00 \$	61,710.00	\$ 160.00		\$150.00	\$ 54,450.00	\$159.00 \$	57,717.00		\$ 57,354.00		\$ 62,073.00
227	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	455	TON	\$ 140.00 \$	63,700.00	\$ 135.00		\$130.00	\$ 59,150.00	\$138.00 \$	62,790.00		\$ 62,335.00		\$ 67,795.00
228	3076-6040	D-GR HMA TY-D PG70-22	37,859	TON	\$ 140.00 \$	5,300,260.00	\$ 99.00		\$99.00	\$ 3,748,041.00	\$105.00 \$	3,975,195.00	\$ 103.00	\$ 3,899,477.00		\$ 4,278,067.0
229	3076-6066 3081-6008	TACK COAT TOM -C (AGGREGATE) SAC-B	19,868	GAL	\$ 5.00 \$ \$ 170.00 \$	99,340.00 30,600.00	\$ 3.75 \$ 275.00		\$3.65 \$265.00	\$ 72,518.20 \$ 47,700.00	\$3.90 \$ \$280.00 \$	77,485.20 50,400.00		\$ 74,505.00 \$ 50,400.00		\$ 84,439.00 \$ 54,540.00
230	3081-6008 4150-6001	REMOVE AND RELOCATE GATE ASSEMBLY	180	TON EA	\$ 5,000.00				\$265.00	\$ 47,700.00 \$ 1,250.00	\$280.00 \$	5,300.00				\$ 54,540.0 \$ 3,996.0
232	6000-6022	REMOVE ROADWAY ILLUM ASSEMBLY (HPS)	4		\$ 800.00 \$				\$572.00	\$ 2,288.00	\$610.00 \$	2,440.00				
233	6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ 7,500.00 \$	15,000.00	\$ 25,000.00	\$ 50,000.00	\$14,441.20	\$ 28,882.40	\$26,000.00 \$	52,000.00	\$ 19,000.00	\$ 38,000.00	\$ 14,270.00 \$	\$ 28,540.0
234	6185-6002	TMA (STATIONARY)	500		\$ 200.00 \$				\$2.83	\$ 1,415.00	\$360.00 \$	180,000.00				
235 236	6185-6003 6306-6001	TMA (MOBILE OPERATION) VIVDS PROSR SYS	50	HR EA	\$ 70.00 \$ \$ 10,000.00 \$				\$1,107.50 \$13,500.00	\$ 55,375.00 \$ 67,500.00	\$35.65 \$ \$14,300.00 \$	1,782.50 71,500.00				\$ 1,750.0 \$ 72,085.0
236	6306-6001	VIVDS PROSR SYS VIVDS CAM ASSY FXD LNS	26		\$ 6,000.00 \$				\$13,500.00	\$ 67,500.00	\$14,300.00 \$	71,500.00 57,980.00				\$ 72,085.0 \$ 66,404.0
238	6306-6007	VIVDS CABLING	13,503		\$ 2.60				\$3.00	\$ 40,509.00	\$3.20 \$	43,209.60				\$ 50,636.2
239	SP1-WC01	WATER QUALITY POND	7	EA	\$ 70,000.00 \$	490,000.00	\$ 160,000.00	\$ 1,120,000.00	\$90,616.79	\$ 634,317.53	\$144,000.00 \$	1,008,000.00	\$ 118,800.00	\$ 831,600.00	\$ 53,686.00 \$	
240	SP2-WC01	RECONSTRUCT BATCH DETENTION POND	1	EA	\$ 20,000.00 \$	20,000.00	\$ 130,000.00	\$ 130,000.00	\$31,450.92	\$ 31,450.92	\$92,000.00 \$	92,000.00	\$ 63,500.00	\$ 63,500.00	\$ 141,796.00 \$	\$ 141,796.0
	GETOWN WATER LINE	·	,													
241	160-WC01-COG	FURNISHING AND PLACING TOPSOIL (4")	14,286		\$ 5.63 \$			\$ 21,429.00	\$1.21	\$ 17,286.06		31,429.20				
242	161-WC001-COG	EROSION CONTROL COMPOST (3")	1,789		\$ 3.06 \$ \$ 1.00 \$				\$4.61 \$4.57	\$ 8,247.29 S	\$ 3.15 \$	5,635.35 5,706.00				\$ 19,679.0 \$ 10,580.0
243 244	162-WC103-COG 164-WC05-COG	MULCH TOPDRESSING (5") SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	1,840 14,286	SY	\$ 1.00 \$ \$ 1.76 \$				\$4.57 \$0.16	\$ 8,408.80 S		5,796.00 2,142.90				\$ 10,580.0 \$ 13,571.7
245	164-WC04-COG	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	1,789		\$ 0.89				\$0.21	\$ 375.69		268.35				
246	166-6002-COG	FERTILIZER	0.89		\$ 1,350.00 \$				\$3,003.90	\$ 2,673.47		2,812.40				\$ 2,497.34
247	168-WC01-COG	VEGETATIVE WATERING	0.29	MG	\$ 539.94 \$	156.58	\$ 25.00	\$ 7.25	\$54.93	\$ 15.93	\$ 3,580.00 \$	1,038.20	\$ 450.00	\$ 130.50	\$ 100.00 \$	\$ 29.0

248 249 250 251 252 253 254	500-6001-COG 0502-6001-COG	DESCRIPTION MOBILIZATION	BID QUANTITY	UNIT MEASURE	UNIT	T COST	AMOUNT BID	UNIT COST										
249 250 251 252 253		MORILIZATION						UNIT COST	Al	MOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
250 251 252 253	0502-6001-COG		1	LS		62,000.00 \$	162,000.00			363,000.00	\$152,798.47	\$ 152,798.47	\$ 600,000.00 \$	600,000.00	\$ 250,000.00	\$ 250,000.00	\$ 100,000.00	\$ 100,00
251 252 253		BARRICADES, SIGNS AND TRAFFIC HANDLING	8			11,167.00 \$	89,336.00			20,000.00	\$100.00	\$ 800.00	\$ 120.00 \$	960.00	. ,	\$ 20,000.00		\$ 56,8
252 253	0506-6038-COG	TEMP SEDMT CONT FENCE (INSTALL)	7,953		\$	21.53 \$	171,228.09		.50 \$	27,835.50	\$4.59	\$ 36,504.27	\$ 4.85 \$	38,572.05		\$ 25,847.25		\$ 25,8
253	0506-6039-COG	TEMP SEDMT CONT FENCE (REMOVE)	7,953 67		\$ \$	2.19 \$	17,417.07		.75 \$	5,964.75 469.00	\$1.44 \$7.47	\$ 11,452.32 S	\$ 1.50 \$	11,929.50 525.95		\$ 7,157.70		
	0506-6040-COG 0506-6043-COG	BIODEG EROSN CONT LOGS (INSTL) (8") BIODEG EROSN CONT LOGS (REMOVE)	67		\$	5.75 \$ 2.23 \$	385.25 149.41		.00 \$	134.00	\$2.46	\$ 164.82	\$ 7.85 \$ \$ 2.60 \$	174.20		\$ 432.15 \$ 144.05		
	501S-24	Jacking or Boring, 24" Steel Pipe, ASTM A134	100		\$	850.00 \$	85,000.00		.00 \$	60,000.00	\$814.93	\$ 81,493.00	\$ 780.00 \$	78,000.00		\$ 87,000.00		
255	501S-30	Jacking or Boring, 30" Steel Pipe, ASTM A134 Jacking or Boring, 30" Steel Pipe, ASTM A134	104		S	1,000.00 \$	104,000.00		.00 \$	87.360.00	\$1,207.11	\$ 125,539.44	\$ 1,030.00 \$	107,120.00		\$ 134,160.00		\$ 132,6
256	501S-42	Jacking or Boring, 42" Steel Pipe, ASTM A134	744		\$	1,400.00 \$	1,041,600.00			989,520.00	\$1,324.25	\$ 985,242.00	\$ 1,410.00 \$	1,049,040.00		\$ 1,116,000.00		
257	CIP11.06-B	Trench Excavation Safety Protection System (All Depths)	7,674		s	3.50 \$	26,859.00		.00 \$	15,348.00	\$6.11	\$ 46,888.14	\$ 7.45 \$	57,171.30		\$ 49,881.00		
258	W1.17.AR-4"	Pipe, 4" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	11	LF	\$	75.00 \$	825.00		.00 \$	3,025.00	\$101.87	\$ 1,120.57	\$ 390.00 \$	4,290.00		\$ 1,210.00		\$ 1,1
259	W1.17.AR-6"	Pipe, 6" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	393	LF	\$	90.00 \$	35,370.00	\$ 135	.00 \$	53,055.00	\$56.03	\$ 22,019.79	\$ 145.00 \$	56,985.00	\$ 59.00	\$ 23,187.00	\$ 108.00	\$ 42,4
260	W1.17.A-8"	Pipe, 8" Dia. DI CL-350, all depths, Complete in Place, Including Excavation and Backfill	770	LF	\$	90.00 \$	69,300.00	\$ 100	.00 \$	77,000.00	\$86.59	\$ 66,674.30	\$ 96.70 \$	74,459.00	\$ 90.00	\$ 69,300.00	\$ 109.00	\$ 83,9
261	W1.17.AR-8"	Pipe, 8" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	218	LF	\$	100.00 \$	21,800.00	\$ 115	.00 \$	25,070.00	\$91.68	\$ 19,986.24	\$ 111.00 \$	24,198.00	\$ 95.00	\$ 20,710.00	\$ 170.00	\$ 37,0
262	W1.17.AR-12"	Pipe, 12" Dia. Di CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	301	LF	\$	140.00 \$	42,140.00	\$ 175	.00 \$	52,675.00	\$137.52	\$ 41,393.52	\$ 185.00 \$	55,685.00	\$ 145.00	\$ 43,645.00	\$ 195.00	\$ 58,6
263	W1.17.AR-18"	Pipe, 18" Dia. DI CL-250 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	895	LF	\$	180.00 \$	161,100.00	\$ 246	.00 \$	220,170.00	\$244.48	\$ 218,809.60	\$ 247.00 \$	221,065.00	\$ 255.00	\$ 228,225.00	\$ 250.00	\$ 223,75
264	W1.17.AR-24"	Pipe, 24" Dia. DI CL-200 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	3,667	LF	\$	240.00 \$	880,080.00	\$ 320	.00 \$	1,173,440.00	\$313.75	\$ 1,150,521.25	\$ 380.00 \$	1,393,460.00	\$ 335.00	\$ 1,228,445.00	\$ 310.00	\$ 1,136,77
265	W1.17.A-24"	Pipe, 24" Dia. DI CL-200, all depths, Complete in Place, Including Excavation and Backfill	2,367	LF	\$	230.00 \$	544,410.00	\$ 230	.00 \$	544,410.00	\$203.73	\$ 482,228.91	\$ 290.00 \$	686,430.00	\$ 220.00	\$ 520,740.00	\$ 225.00	\$ 532,57
266	W1.17.B-2"	Pipe, 2" Dia. HDPE DR9, Complete in Place, Including Excavation and Backfill	80	LF	\$	45.00 \$	3,600.00		.00 \$	6,800.00	\$3.06	\$ 244.80	\$ 42.65 \$	3,412.00		\$ 280.00	\$ 48.00	\$ 3,84
267 268	W1.17.C W1.17.D-4"x4"	Ductile Iron Fittings (C-153 Weight Schedule) Wet Connections, 4"x4"	21.60	TON EA	\$	23,000.00 \$ 2,500.00 \$	496,800.00 2,500.00	\$ 3,201	.00 \$	248,400.00 3,201.00	\$15,259.47 \$305.60	\$ 329,604.55 \$ \$ 305.60 \$	\$ 600.00 \$ \$ 5,900.00 \$	12,960.00 5,900.00	\$ 325.00	\$ 349,920.00 \$ 325.00	\$ 15,000.00 \$ 1,100.00	\$ 324,00 \$ 1,10
269	W1.17.D-6"x6"	Wet Connections, 6"x6"	1	EA	\$	3,000.00 \$	3,000.00			4,000.00	\$509.33	\$ 509.33	\$ 6,000.00 \$	6,000.00		\$ 545.00	\$ 1,200.00	\$ 1,20
270	W1.17.D-12"x12"	Wet Connections, 12"x12"	1		\$	4,000.00 \$	4,000.00			7,000.00	\$1,018.66	\$ 1,018.66	\$ 6,500.00 \$	6,500.00		\$ 1,090.00	\$ 1,900.00	\$ 1,9
271	W1.17.D-18"x18"	Wet Connections, 18"x18"	1		\$	6,000.00 \$	6,000.00			9,000.00	\$2,342.91	\$ 2,342.91	\$ 13,200.00 \$	13,200.00	. ,	\$ 2,500.00	\$ 2,900.00	\$ 2,9
272	W1.17.D-24"x12"	Wet Connections, 24"x12"	1		\$	6,000.00 \$	6,000.00		_	9,000.00	\$1,018.66	\$ 1,018.66	\$ 14,400.00 \$	14,400.00		\$ 1,085.00		\$ 4,0
273	W1.17.D-24"x18"	Wet Connections, 24"x18"	2		\$	7,000.00 \$	14,000.00			20,000.00	\$2,546.64	\$ 5,093.28	\$ 14,400.00 \$	28,800.00		\$ 5,450.00	\$ 5,700.00	\$ 11,4
274	W1.17.D-24"x24"	Wet Connections, 24"x24"	5	EA	\$	8,000.00 \$	40,000.00	\$ 13,000		65,000.00	\$4,889.55	\$ 24,447.75	\$ 14,400.00 \$	72,000.00	\$ 5,225.00	\$ 26,125.00	\$ 6,000.00	\$ 30,0
275	W1.17.E-18"x18"	Pressure Tap, 18"x18"	1		_	18,000.00 \$	18,000.00			50,000.00	\$56,026.11	\$ 56,026.11	\$ 66,000.00 \$	66,000.00		\$ 59,000.00		\$ 53,8
276	W1.17.E-24"x6"	Pressure Tap, 24"x6"	1			24,000.00 \$	24,000.00			11,500.00	\$9,677.24	\$ 9,677.24	\$ 44,700.00 \$	44,700.00		\$ 10,300.00	\$ 29,500.00	\$ 29,5
277 278	W1.17.E-24"x12" W1.17.E-24"x18"	Pressure Tap, 24"x12"	1			30,000.00 \$	30,000.00			14,000.00 46.000.00	\$15,279.85 \$56,026.11	\$ 15,279.85 \$ 56,026.11	\$ 48,300.00 \$ \$ 82,000.00 \$	48,300.00 82,000.00	,	\$ 16,300.00 \$ 59,000.00	\$ 14,500.00 \$ 34,100.00	\$ 14,5 \$ 34,1
279	W1.17.E-24 X16	Pressure Tap, 24"x18" Waterline Marker	7		\$.	500.00 \$	3,500.00		.00 \$	2,660.00	\$23.43	\$ 164.01	\$ 330.00 \$	2,310.00		\$ 59,000.00	\$ 700.00	\$ 34,1
280	W3.21.A-2"	Valves, Gate 2" Dia.	3		s	7,000.00 \$	21,000.00			4.800.00	\$1,166.36	\$ 3,499.08	\$ 1,650.00 \$	4,950.00		\$ 3,735.00	\$ 2.221.00	\$ 6.6
281	W3.21.A-8"	Valves, Gate 2" Dia.	5		S	9,000.00 \$	45,000.00			16,000.00	\$2,663.79	\$ 13,318.95	\$ 2,870.00 \$	14,350.00		\$ 14,000.00		\$ 17,6
282	W3.21.A-12"	Valves, Gate 12" Dia.	3			12,000.00 \$	36,000.00			14,700.00	\$6,111.94	\$ 18,335.82	\$ 4,720.00 \$	14,160.00		\$ 19,500.00		\$ 16,1
283	W3.21.A-18"	Valves, Gate 12 Dia.	3	EA		18,000.00 \$	54.000.00		_	66.000.00	\$24,447.76	\$ 73,343.28	\$ 36.100.00 \$	108,300.00	\$ 26,000.00	\$ 78,000.00	\$ 23,490.00	\$ 70.4
284	W3.21.A-24"	Valves, Gate 18 Dia. Valves, Gate 24" Dia.	22			22,000.00 \$				836,000.00	\$41,764.92	\$ 918,828.24	\$ 45,200.00 \$	994,400.00		\$ 981,200.00		\$ 899,
285	W3.21.B	Fire Hydrant Assembly, Including 6" Gate Valve and Fittings	14	EA	\$	7,500.00 \$	105,000.00		.00 \$	161,000.00	\$10,695.89	\$ 149,742.46	\$ 10,400.00 \$	145,600.00		\$ 159,600.00	\$ 7,283.00	\$ 101,9
286	W3.21.C	Crash Post (bollards)	2	EA	\$	500.00 \$	1,000.00	\$ 1,100	.00 \$	2,200.00	\$1,247.86	\$ 2,495.72	\$ 2,000.00 \$	4,000.00	\$ 1,325.00	\$ 2,650.00	\$ 4,299.00	\$ 8,5
287	W3.21.D-2"	2" Permanent Blow Off Assembly	1	EA	\$	5,000.00 \$	5,000.00	\$ 5,800	.00 \$	5,800.00	\$2,699.44	\$ 2,699.44	\$ 2,970.00 \$	2,970.00	\$ 2,880.00	\$ 2,880.00	\$ 2,843.00	\$ 2,8
288	W3.21.E-4"	Combination Air Valve and Vault, 4"	2	EA	\$	15,000.00 \$	30,000.00	\$ 16,500	.00 \$	33,000.00	\$16,807.83	\$ 33,615.66	\$ 30,900.00 \$	61,800.00	\$ 17,500.00	\$ 35,000.00	\$ 35,354.00	\$ 70,7
289	W4.05-30"	Encasement Pipe, 30" Dia., Steel	331		\$	360.00 \$	119,160.00			132,400.00	\$310.69	\$ 102,838.39	\$ 370.00 \$	122,470.00		\$ 109,230.00	\$ 504.00	\$ 166,8
290	W4.05-42"	Encasement Pipe, 42" Dia., Steel Water Service Reconnection, including 2" Corporation Stop,	250		\$	500.00 \$	125,000.00		.00 \$	162,000.00	\$412.56	\$ 103,140.00	\$ 540.00 \$	135,000.00		\$ 110,000.00		
291	SP.W3.21.A	Tap to Main, as well as removal of the existing components	3	EA	\$	2,000.00 \$	6,000.00	\$ 4,000	.00 \$	12,000.00	\$2,037.31	\$ 6,111.93	\$ 3,720.00 \$	11,160.00	\$ 2,150.00	\$ 6,450.00	\$ 7,031.00	\$ 21,0
292	SP.W3.21.B	2" Water Meter Replacement, including 2" Corporation Stop, Fittings, Tap to Main, 2" Valve, 2" Meter, 2" Meter Box to replace the existing components, as well as removal of the existing components	1	EA	\$	3,000.00 \$	3,000.00	\$ 12,500	.00 \$	12,500.00	\$2,546.64	\$ 2,546.64	\$ 2,920.00 \$	2,920.00	\$ 2,700.00	\$ 2,700.00	\$ 3,921.00	\$ 3,92
293	SP.W1.17.A-12"	Restrain Existing DI Pipe, 12" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	1	EA	\$	4,000.00 \$	4,000.00	\$ 18,000	.00 \$	18,000.00	\$814.93	\$ 814.93	\$ 6,200.00 \$	6,200.00	\$ 870.00	\$ 870.00	\$ 2,794.00	\$ 2,7
294	SP.W1.17.A-18"	Restrain Existing DI Pipe, 18" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	2	EA	s	7,500.00 \$	15,000.00	\$ 15,500	.00 \$	31,000.00	\$5,256.27	\$ 10,512.54	\$ 8,700.00 \$	17,400.00	\$ 5,600.00	\$ 11,200.00	\$ 2,780.00	\$ 5,5
295	SP.W1.17.A-24"	Restrain Existing DI Pipe, 24" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	11	EA	s	16,000.00 \$	176,000.00	\$ 20,000	.00 \$	220,000.00	\$7,772.35	\$ 85,495.85	\$ 12,100.00 \$	133,100.00	\$ 8,400.00	\$ 92,400.00	\$ 12,815.00	\$ 140,
296	SP.W3.21.C	Fire Department Connection	1	EA	\$	10,000.00 \$	10,000.00	\$ 4,700	.00 \$	4,700.00	\$2,342.91	\$ 2,342.91	\$ 11,300.00 \$	11,300.00	\$ 2,500.00	\$ 2,500.00	\$ 3,684.00	\$ 3,
297	SP.W3.21.D	6" Double Check Detector Assembly with 5'x8' Concrete Vault	1	EA	\$	24,000.00 \$	24,000.00	\$ 22,000	.00 \$	22,000.00	\$21,391.79	\$ 21,391.79	\$ 34,300.00 \$	34,300.00	\$ 23,000.00	\$ 23,000.00	\$ 16,856.00	\$ 16,
298 299	SP.W3.21.E SP.W3.21.F	Salvage Existing Valve Salvage Existing Fire Hydrant	12 7		\$ \$	1,000.00 \$.00 \$	28,800.00 23,800.00	\$611.19 \$305.60	\$ 7,334.28 \$ 2,139.20	\$ 1,430.00 \$ \$ 1,430.00 \$	17,160.00 10,010.00				
300	SP.W3.21.F SP.W3.21.G	Remove Existing Fire Hydrant Remove Existing Vault, Assembly, Bollards	1			4,000.00 \$	4,000.00		.00 \$	7,000.00	\$305.60	\$ 2,139.20						
		BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO TH	· ·			,	.,	1		,,,,,,,,,	,	-,		2,. 22.00	2,222.00	23,222.00	,	
	. O DE INGLUDED IN	DID AND CONTINUO AMICONT. DO NOT MAKE CHANGES TO TH	OLUTION.	EA	s	200.00 \$	6,800.00		.00 \$	6,800.00	\$ 200.00	\$ 6,800.00	\$ 200.00 \$	6,800.00			\$ 200.00	\$ 6

June 25, 2024																
BID ITEM	TECH SPEC	DESCRIPTION			Engi	eer's Estimate	Chasco C	onstructors	James Construct	ion Company, LLC	Capita	I Excavation	Jordan Foster C	Construction, LLC	Joe Bland Co	onstruction, L.P.
			BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
302	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	31,400	DOL	\$ 1.0	0 \$ 31,400.0	\$ 1.00	\$ 31,400.00	\$ 1.00	\$ 31,400.00	\$ 1.00	\$ 31,400.00	\$ 1.00	\$ 31,400.00	\$ 1.00	\$ 31,400.0
303	999-WC01	FORCE ACCOUNT	100,000	DOL	\$ 1.0	0 \$ 100,000.0	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.0
304	3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	647,100	DOL	\$ 1.0	0 \$ 647,100.0	\$ 1.00	\$ 647,100.00	\$ 1.00	\$ 647,100.00	\$ 1.00	\$ 647,100.00	\$ 1.00	\$ 647,100.00	\$ 1.00	\$ 647,100.0
305	3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	396,000	DOL	\$ 1.0	0 \$ 396,000.0	\$ 1.00	\$ 396,000.00	\$ 1.00	\$ 396,000.00	\$ 1.00	\$ 396,000.00	\$ 1.00	\$ 396,000.00	\$ 1.00	\$ 396,000.0
											1					
		TOTAL COST ADJUSTED FOR CORRECTNESS				\$ 61,998,833.9)	\$ 52,159,299.00		\$ 55,088,522.99		\$ 55,278,538.13		\$ 57,327,460.57		\$ 63,457,397.
		ACTUAL BID PROPOSAL				\$61,998,833.9		\$52,159,299.00		\$55,088,522.99		\$55,278,538.13		\$57,327,460.57		\$63,457,397.
		ADJUSTMENT DIFFERENCE						\$0.00		(\$0.00))	\$0.00		\$0.00		\$0.0
		Acknowledgement of Addendum						Υ		Υ		Y		Y		Υ
		Bid Affidavit						Υ		Υ		Y		Y		Υ
		Bidder References (Minimum of Three)						Υ		Y		Y		Y		N
		Child Support-Business Ownership Form						Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Υ		Y		Y		Y		Υ
		Dahamant Cartification						V		V		V	4	NI.		V



13809 Research Blvd., Suite 300 Austin, TX 78750 o. 512.349.0700 | f. 512.349.0727 stvinc.com

Brent Kyler, PE, Project Coordinator HNTB Corporation 101 East Old Settlers Boulevard Round Rock, Texas 78664 June 25, 2024

Project: Ronald Reagan Boulevard (24IFB57)

Mr. Kyler,

On Tuesday June 25, 2024, at 10:00 AM, contractor bids were submitted and opened for the Ronald Reagan Boulevard project. We have reviewed the bids and a summary of the contractor bid amounts is as follows:

1.	Capital Excavation	\$55,278,538.13
2.	Chasco Constructors, LTD., LLP	\$52,159,299.00
3.	James Construction Group, LLC	\$55,088,522.99
4.	Joe Bland Construction, LP	\$63,457,397.18
5.	Jordan Foster Construction, LLC	\$57,327,460.57

Clema

A detailed bid analysis and comparison is attached for your records. The bids ranged from 15.87 percent below to 2.35 percent over the Engineer's Estimate. These were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. Chasco Constructors, LTD., LLP submitted the lowest bid in the amount of \$52,159,299.00 at 15.87 percent below the Engineer's Estimate.

Based on the low bid amount, we recommend Chasco Constructors, LTD., LLP be awarded the contract. If you have any questions regarding the bids or this letter, please let me know.

Sincerely,

CP&Y dba STV Infrastructure

Andrea Klocinski, P.E. Deputy Project Manager

Attachment:

Bid Tabulation

HNTB CorporationThe HNTB Companies

Engineers Architects Planners

101 E. Old Settlers Blvd Suite 225 Round Rock, TX 78664 Telephone (512) 744-9082 www.hntb.com

July 1, 2024



Williamson County Purchasing Department 100 Wilco Way Suite P101 Georgetown, Texas 78626

Attention: Kerstin Hancock

Deputy Purchasing Agent

Re: Williamson County Road Bond Program

Ronald Reagan Blvd. Widening

Williamson County Project No. 24IFB57 Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Chasco Constructors) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Chasco Constructors	\$52,159,299.00
2.	James Construction Company, LLC	\$55,088,522.99
3.	Capital Excavation	\$55,278,538.13
4.	Jordan Foster Construction, LLC	\$57,327,460.57
5.	Joe Bland Construction, L.P.	\$63,457,397.18

The lowest bidder was \$9,839,534.99 lower than the Engineers Estimate of \$61,998,833.99, a cost savings of 15.87%. The bidding was competitive with the lowest two bidders being within 5.6% of each other.

In addition to meeting the bid qualifications subject to being the low bidder, Chasco Constructors is currently the Contractor on Liberty Hill Bypass, CR 332 Realignment, CR 129 projects and has successfully completed past projects for Williamson County including Samsung Highway (CR 404 to FM 973 -Future County Road), Inner Loop Safety Improvements, CR 110 South, the Bartlett Cotrell Street project, and the Thrall S. Bounds Street projects. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefore concur with the recommendation of the Design Engineer, CP&Y, Inc. DBA STV Infrastructure, for award of the Ronald Reagan Blvd. Widening construction contract to Chasco Constructors in the amount of \$52,159,299.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Kate Wilder, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Terron Evertson, Williamson County

Christen Eschberger, HNTB Corporation

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

					1011
	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.		100 100 750	OFFICE USE	encountries and addition.
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's place		icate Number: -1180464	
	Chasco Constructors ROUND ROCK, TX United States		Date F		
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is		Filed: 5/2024	
	being filed. Williamson County Texas		Date 4	Acknowledged:	
	windingon county reads		_ 410 /		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided	ity or state agency to track or identify ded under the contract.	the co	ontract, and prov	vide a
	24IFB57 Ronald Reagan Blvd. Widening				
4	Name of Interested Posts	City State County (ale	2000)	Nature of	
	Name of Interested Party	City, State, Country (place of busine	css)	(check ap	Intermediary
GI	ace Jr., Charles	Round Rock, TX United States		Х	,
Ki	ng, Charles	Round Rock, TX United States		Х	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Craig R Hunter	and my date of	birth is		
	My address is (street)	(city) (st	tate)	(zip code)	USA (country)
	WARRANGE CO.	7,0000	/	(with could)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	-		-	-
	Executed in Williamson Count	ty, State of <u>Texas</u> , on the	25th	day of June (month)	, 20 <u>24</u> . (year)
		und R Hunt	-	(month)	(year)
		Signature of authorized agent of cont (Declarant)	tracting	business entity	
		(Declarant)			

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

						1011
	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	
1	Name of business entity filing form, and the city, state and coun	try of the business ent	ity's place		ate Number:	
	of business. Chasco Constructors			2024-1	.180464	
	ROUND ROCK, TX United States			Date Fi	led:	
2	Name of governmental entity or state agency that is a party to the	ne contract for which the	ne form is	06/25/2		
_	being filed.	-				
	Williamson County Texas			Date A 6 07/02/2	cknowledged:	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided			the con	tract, and prov	∕ide a
	24IFB57					
	Ronald Reagan Blvd. Widening					
4					Nature of	interest
4	Name of Interested Party	City, State, Country	(place of busine	ess)	(check ap	plicable)
					Controlling	Intermediary
G	ace Jr., Charles	Round Rock, TX U	Jnited States		Х	
Ki	ng, Charles	Round Rock, TX U	Jnited States		Х	
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	,	and my date of I	oirth is _		·
	My addrace is					
	My address is(street)	(city)	(st	, ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	ct.				
	Executed inCount	tv. State of	on the	dэ	v of	. 20
		.,, J.a.o o	, on the _	u	(month)	(year)
		Signature of authoriz	zed agent of cont (Declarant)	racting t	ousiness entity	

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

24IFB29 CR 283 Foam Asphalt Stabilization Change Order #1 (Cement)

Submitted For: Terron Evertson Submitted By: Jenifer Favreau, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Change Order #1 in the amount of \$11,191.68 for project CR 283 Foam Asphalt Stabilization (Dan Williams Co.) Funding Source: 01.200.0210.003599 (Road Constr./Maint.).

Background

This change order adds a new item of work for the contractor to incorporate cement into the foam asphalt stabilization of CR 283. The addition of cement improves the strength properties of the roadway materials, which is desirable to the County for reduced future maintenance of CR 283.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB29 CO1

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 11:56 AM

Form Started By: Jenifer Favreau Started On: 07/11/2024 11:44 AM

Final Approval Date: 07/11/2024

47.

WILLIAMSON COUNTY, TEXAS CHANGE ORDER NUMBER: 1

		1.00 - C.	THE RESERVE OF THE PERSON OF T	CONTRACTOR OF THE PERSON NAMED IN COLUMN 2 AND THE PERSON NAMED IN
			Contract Award Date:	4/9/2024
Contractor:	Dan Williams Company	NTP Required: ø Yes □ No	Project Number:	24IFB29
Project Name:	CR 283 Foam Asphalt Stabilization Roadway a	nd Drainage Improvements	Funding Source:	Road & Bridge 003599
Change Order \	Work Limits: Sta. 1+00 to Sta.	43+96.63	Roadway:	CR 283
Type of Change	e(on federal-aid non-exempt projects);	N/A (Major/Minor)		
Reasons:	3F (3 Max In order of	f importance - Primary first)		
A	ork being revised:			
	order adds a new item of work to provide of the roadway materials.	e portland cement to be incorporal	ted into the f	oam asphalt
Work to be perf	formed in accordance with Items: 308	8 Full Depth Reclamation Using Foal	med Asphalt	(Road-Mixed)
New or revised	plan sheet(s) are attached and numbered:	N/A		
New Special Pr	ovisions/Specifications to the contract are attac	ched: D Yes	□ No)
New Special Pr	ovisions to Item N/A No. N/A. Special Specifi	cation Item N/A are attached.		
Each signatory	hereby warrants that each has the authority to	execute this Change Order (CO).		
The coelector must	sign the Change Order and, by doing so, agrees to waive	The following informat	ion must be p	rovided
any and all claims for	r additional compensation due to any and all other expenses; or time, overhead and profit, or loss of compensation as a	1000 1001 100	ays added on	this CO; 0
THE CONTRA	СТОК - Дате 7-11-24	Amount added by this change order:		\$11,191.68
R	Lwill	Original Contract Amount:	1,295,908.25	
Typed/Printed	Namo STEVE CARSINELL	Total Change Orders To-Date:	\$11,191.68	***************************************
Typed/Printed	1/0	Percent Change in Original Contract:	0.869	/6
Jame (ED FOR EXECUTION: // Jul. Zoo on County Construction Staff Date	RECOMMENDED FOR EXECUTED TO SERVICE AND SE	rastructure	7/11/ Date
ht !!	tor of Road and Bridge 7/11/24	APPROVED:		
	3rd Party Signature Date	Presiding Offic Williamson County Con		Date ourt

WILLIAMSON COUNTY, TEXAS

	CHANGE ORDER NUMBER:		•			Project #	2411-1329		
TABLE A: Force	Account Work and Materials Placed into Stock								
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CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
	1B. Other
2. Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	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)
	21. Additional safety needs (unforeseeable)
A	2J. Other
0.0	
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 policles
	3H. Cost savings opportunity discovered during construction
	31. 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
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
C. Hallman, TOUAN MINE.	CA Dieta Maria de la collection de la co
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
L	[6D. Other

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

License agreement with Bar W Ranch HOA Inc for the Bar W Ranch Ph 10 subdivision - Pct 2

Submitted For: Adam Boatright Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

48.

Agenda Item

Discuss, consider and take appropriate action on approving a license agreement with Bar W Ranch HOA, Inc. for the Bar W Ranch Phase 10 subdivision – Precinct 2.

Background

This license agreement is to allow Bar W Ranch HOA, Inc. to install and maintain landscaping and irrigation within the rights-of-way of the Bar W Ranch Phase 10 subdivision.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

license agreement - Bar W Ranch West Ph 10 (partially executed)

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 11:54 AM

Form Started By: Adam Boatright Started On: 07/11/2024 11:39 AM Final Approval Date: 07/11/2024

WILLIAMSON COUNTY LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("County"), and Bar W Ranch HOA, Inc., a Texas nonprofit Corporation ("Licensee"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit** "A" (the "Licensed Property").

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's

expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/l00 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

Indemnification - Employee Personal Injury Claims. To the fullest extent permitted by Law, the Licensee shall indemnify, defend (with counsel of County's choosing), and hold harmless County, and 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 County's gross negligence) for any claim or action based on or arising out of the personal injury, or death, of any employee of the Licensee, or of any subcontractor, or of any other entity for whose acts they may be liable, which occurred or was alleged to have occurred on the project site or in connection with the performance of the work. Licensee 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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.

VI. CONDITIONS

A. <u>Licensee's Responsibilities</u>. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

- B. <u>Maintenance</u>. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.
- C. <u>Removal or Modification</u>. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. <u>Default</u>. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. <u>Termination by Licensee</u>. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee

shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. <u>Termination by County</u>. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

- 1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
- 2. use of the Licensed Property becomes necessary for a public purpose;
- 3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
- 4. despite fifteen (15) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- 5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. <u>Venue and Governing Law.</u> Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore,

this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

- B. <u>Severability.</u> If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- C. <u>Covenant Running With Land: Waiver of Default.</u> This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
- D. <u>Assignment.</u> Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.
- E. <u>Notices.</u> Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests

hereunder shall be addressed:

To Licensee At:

Bar W Ranch HOA, Inc c/o First Service Residential 5316 W US HWY 290 Service Road, Suite 100 Austin, TX 78735

E-mail: abraham.salazar@fsresidential.com

with copies to: Continental Homes of Texas, L.P.

10700 Pecan Park Blvd., Suite 400

Austin, TX 78750

E-mail: rlgray@drhorton.com

To County At:

Williamson County Engineer 3151 S. E. Inner Loop, Suite B Georgetown, Texas 78626

E-mail: adam.boatright@wilco.org

with copy to: Williamson County Judge

710 Main Street, Ste. 101 Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

- F. <u>Day.</u> Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.
- G. <u>No Third-Party Beneficiaries.</u> This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- H. <u>Compliance with Laws.</u> Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any

courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

- I. <u>Gender, Number and Headings.</u> Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- J. <u>Construction.</u> Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- K. <u>No Waiver of Immunities.</u> Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- L. <u>Entire Agreement.</u> This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY, a political subdivision of the State of Texas By:______ Printed Name: ______ Representative Capacity: As Presiding Officer of the Williamson County Commissioners Court Date:_______, 20___ THE STATE OF TEXAS \$ COUNTY OF WILLIAMSON This instrument was acknowledged before me on this the _____ day of _____, 20__ by ______, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas. NOTARY PUBLIC, State of Texas

LICENSEE:

BAR W RANCH HOA, INC.

a Texas nonprofit corporation

Printed Name: Ryan Gray

Title: Director

Date: 6-18 , 2024

ATTEST:

By:

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

8

This instrument was acknowledged before me on this the _______, day of _______, 20______, by Stacy Laine, Director of Bar W Ranch HOA, Inc, a Texas non-profit corporation.

STACY M. LAINE
Notary Public, State of Texas
Comm. Expires 05-29-2027
Notary ID 126128368

NOTARY PUBLIC, State of Texas

EXHIBIT "A"

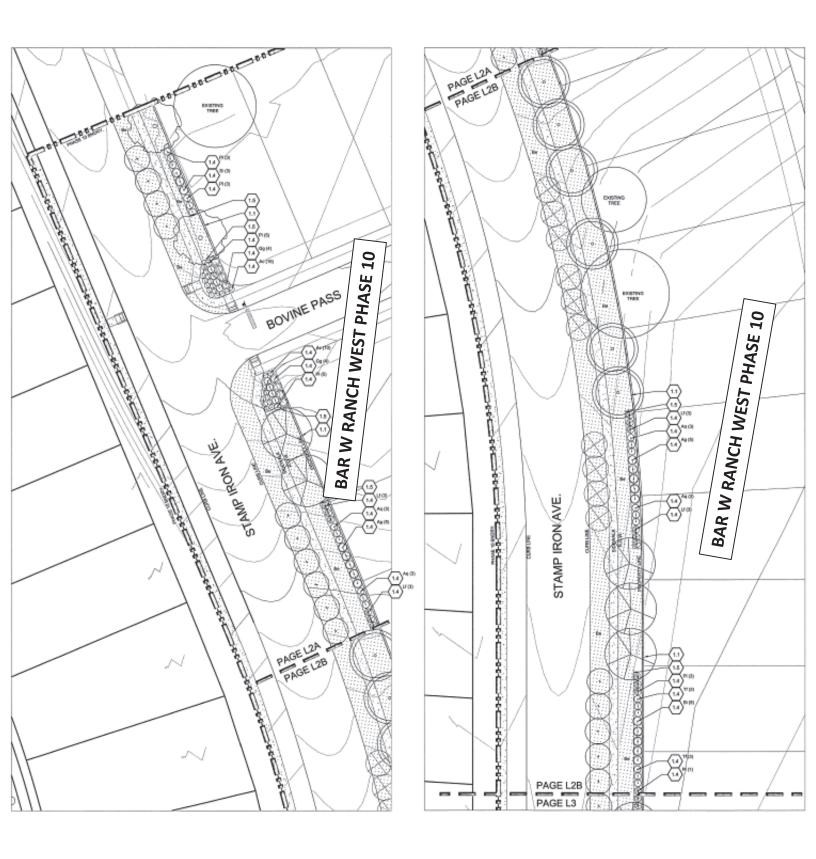
LICENSED PROPERTY

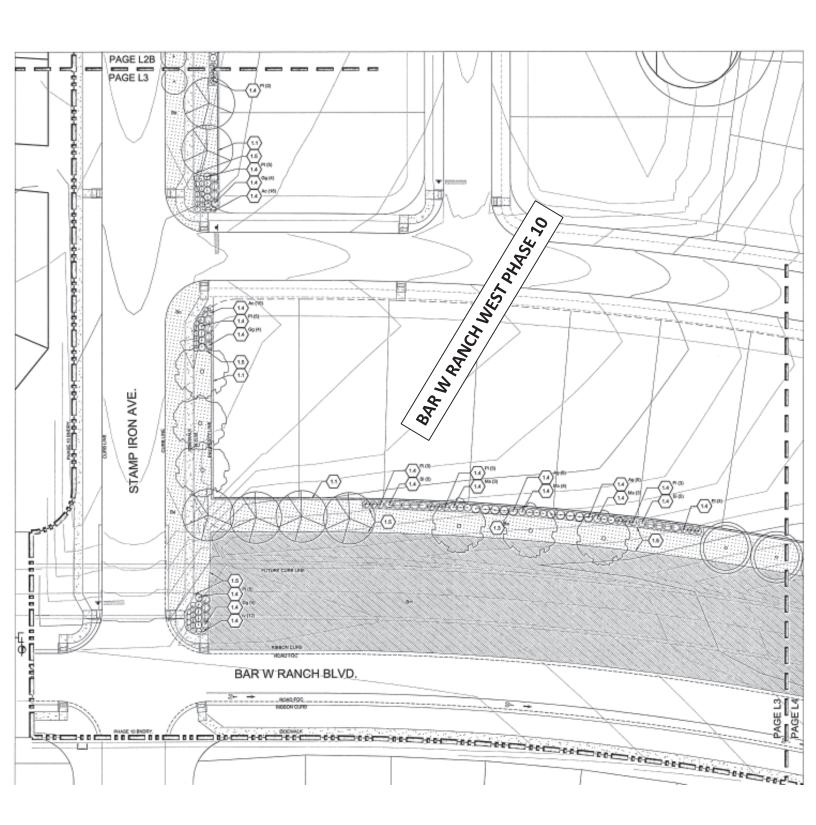
The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of <u>Bar W Ranch Boulevard</u>, <u>Bronc Buster Way and Stamp Iron Avenue</u> located within the Bar W Ranch West Phase 10 Subdivision and depicted on <u>Exhibit "A-1"</u>. For reference, the <u>Bar W Ranch West Phase 10</u> Subdivision is generally depicted on <u>Exhibit "A-2"</u>.

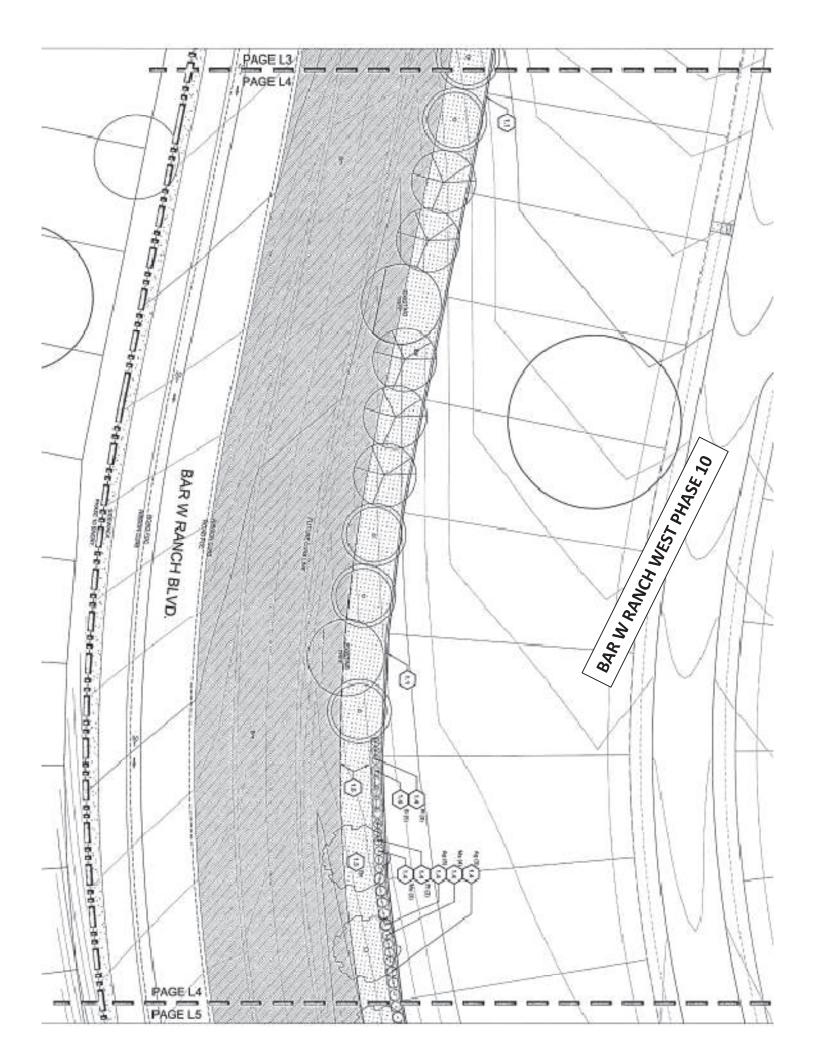
EXHIBIT "A-1" LICENSED PROPERTY



- 1) No installation of irrigation, plantings, silt fence, etc. shall be permitted within the base overbuild or three feet behind the back of curb.
- 2) Landscaping proposed within the right of way shall not interfere with intersection sight distances.







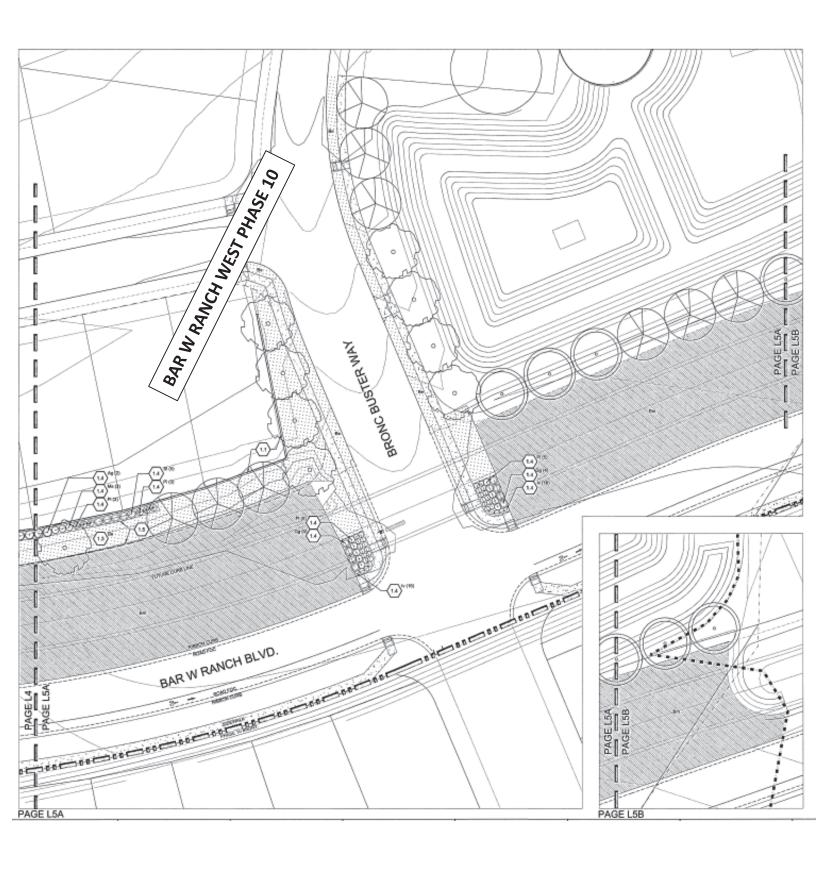


EXHIBIT "A-2" DEPICTION OF SUBDIVISION

Meeting Date: 07/16/2024

23IFB13 Bud Stockton Extension - Change Order #4 (Fence Repair)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of \$2,905.00 for Project 23IFB13 Bud Stockton Extension (Cash Construction) P: 307 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for additional fence work along the Hawthorne Parcel. After the new fence was installed, it was decided that the T-post spacing was not adequate for the livestock. A portion of the newly installed fence was re-stretched, and additional T-posts were added to prevent future issues. Please see attached Change Order for additional details.

This Change Order results in a net increase of \$2,905.00 to the Contract amount, for an adjusted Contract total of \$5,760,950.62. The original Contract amount was \$5,917,275.00. As a result of this and all Change Orders to-date, the Contract has been decreased by \$156,324.38, resulting in a 2.64% net decrease in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB13 Bud Stockton-CO#4

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 10:20 AM

Form Started By: Julissa Vasquez
Final Approval Date: 07/11/2024

Started On: 07/10/2024 10:38 AM

49.

CHANGE ORDER NUMBER: ___4__

Contract

				Award Date:	12/20/2022
Contractor:	Cash Construction		NTP Required: Yes ☑ No	Project Number:	23IFB13
Project Name:	Bud Stockton	n Extens	ion	Funding Source:	P307
Change Order Work Limits:	Sta 661+75	to Sta.	679+25	Roadway:	Bud Stockton Ext
Type of Change(on federal-aid	non-exempt projects):		Minor (Major/Minor)	CSJ Number:	N/A
Reasons: 4	(3 Max I	In order of	importance - Primary first)		
Describe the work being revise	ed:				
4.Third Party Accommidations and tightening a portion of the ne				es the contactor for adding a	idditional "T" post
Work to be performed in accordance	rdance with Items:	See	attached		
New or revised plan sheet(s) a	are attached and number	red:	N/A		
New Special Provisions/Speci	fications to the contract a	are attach	ed:	Yes 🗹 No	
New Special Provisions to Iter	n <u>N/A</u> No. <u>N/A.</u> Special	Specifica	ation Item <u>N/A</u> are attached.		
Each signatory hereby warran	ts that each has the auth	ority to ex	xecute this Change Order (C	CO).	
The contractor must sign the Change O and all claims for additional compensational changes for time, overhead a result of this change.	on due to any and all other expe nd profit; or loss of compensation	nses; n as a	Time Ext. #: N/A Amount added by this char	ng information must be p Days added on nge order:	
THE CONTRACTOR			Original Contract Amount:	\$5,917,275.00	
Ву			Total Change Orders To-Date:	(\$156,324.38	3)
Typed/Printed Name	Ty Egbert		Percent Change in Original Co		
Typed/Printed Title	Senior Project Mana	<u>iger</u>			
RECOMMENDED FOR EXECUTED Senior Construction	7/3/202	4ate	Depar	To the total county	7/5/2024 Date
Christen Eschl Program Mar	rager D	2024 ate	APPROVED:		
N/.					
3rd Party Sigr	ature D	ate		siding Officer of the County Commissioners Co	Date urt

CHANGE ORDER NUMBER: 4	Project #	23IFB13
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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
552-WC02	RESTRETCH EXISTING FENCE & ADD T-POSTS	LF	\$8.30	0.00	\$0.00	350.00	350.00	\$2,905.00	\$2,905.00
	TOTALS				\$0.00			\$2,905 <u>.</u> 00	\$2,905.00

Williamson County Road Bond Program

Bud Stockton Extension Williamson County Project No. 23IFB13

Change Order No. 4 Reason for Change

This Change Order compensates the Contractor for additional fence work along the Hawthorne Parcel. After the new fence was installed, it was decided that the T-post spacing was not adequate for the livestock. A portion of the newly installed fence was restretched, and additional T-posts were added to prevent future issues.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	UNIT	UNIT	QUANTITY
			PRICE	
1	RESTRETCH EXISTING FENCE &	LF	\$8.30	350
	ADD T-POSTS			

This Change Order results in a net increase of \$2,905.00 to the Contract amount, for an adjusted Contract total of \$5,760,950.62. The original Contract amount was \$5,917,275.00. As a result of this and all Change Orders to-date, the Contract has been decreased by \$156,324.38, resulting in a 2.64% net decrease in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name Bud Stockton Extension Solicitation #: 23IFB13

Date awarded 12/20/2022

Awarded Contract Amount \$5,917,275.00

Percentage Change

 Change order #1
 \$35,830.59
 0.61%

 Change order #2
 \$97,110.00
 1.64%

 Change order #3
 -\$292,169.97
 -4.94%

 Change order #4
 \$2,905.00
 0.05%

Total changes to date (\$156,324.38) -2.64% (Running totals here)

Adjusted contract amount \$5,760,950.62

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E 1B. Other
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

CONTRACTOR	CASH CONSTRUCTION COMPANY, LTD.							
	·							
PROJECT:	1008 - Bud Stockton Extension							
ITEM:	CPR #9 - Fence Repair							
DATE:	4/2/2024							
				Additional	Unit	Bid		
Item #	Description	Qty.	Unit	Days	Bid	Amount		
1	RESTRETCH EXSITING FENCE & ADD T-POSTS	350	LF		\$8.30	\$2,905.00		
	GRAND TOTAL					\$2,905.00		
	PRICING IS VALID FOR 14 DAYS							
	PRICES EXCLUDE: MESSAGE BOARDS, LANE CLOSURES, CARRIER PIPE, CASING SPACERS, END SEALS, ANY ADDITIONAL PIPE MATERIALS, BONDS, IMPORTING							
TOPSOIL, ENGIN	NEERING, SLOPE RETENTION, ROCK BERMS, PIPE BEDDING, SOD, AND ALL ERO	OSION CONT	ROLS NO	T LISTED				

Meeting Date: 07/16/2024

22IFB139 FM3349 at US79 - Change Order #16 (Eastern Turnaround Pavement Repair)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 16 in the amount of \$35,324.07 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.

Background

This Change Order provides compensation to the Contractor for performing pavement repairs within the project limits on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt. Please see attached Change Order for additional details.

This Change Order results in a net increase of \$35,324.07 to the Contract amount, for an adjusted Contract total of \$84,063,630.57. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,122,592.44 has been added to the Contract, resulting in an 2.59% 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	lm	ра	ct
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From/To	Acct No.	Description	Amount
110111/10	Acct No.	Description	Amount

Attachments

22IFB139 FM3349 CO#16

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 10:20 AM

Form Started By: Julissa Vasquez Started On: 07/10/2024 11:00 AM Final Approval Date: 07/11/2024

CHANGE ORDER NUMBER: 16

	NTP Required:	Contract Award Date:	9/26/2022
Contractor: James Construction Group	□ Yes ☑ No	Project Number:	22IFB139
Project Name: FM3349 at US 7	9	Funding Source:	P332
Change Order Work Limits: Sta. 691+00 to St	a. 742+00	Rosdway:	FM3349
Type of Change(on federal-aid non-exempt projects):	Minor (Major/Minor)	CSJ Number:	N/A
Reasons: 21 (3 Max In order	of importance - Primary first)		
Describe the work being revised:			
 Differing Site Conditions (unforeseeable) 2I. Additional sat performing pavement repairs, within the project limits, on the exis existing failed asphalt surface and flex base areas and replacing 	sting US 79 eastern turnaround roadway. The		
Work to be performed in accordance with Items:	ee Attached		•
New or revised plan sheet(s) are attached and numbered:	N/A		
New Special Provisions/Specifications to the contract are at	ttached:	I No)
New Special Provisions to Item $\underline{\text{N/A}}\;\;\text{No.}\;\underline{\text{N/A.}}\;\;\text{Special Spe}$	cification 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	The following informati	on must be p	rovided
any and all claims for additional compensation due to any and all other expense changes for time, overhead and profit; or loss of compensation as a confidence of this change.	Fig. 100	ays added on	this CO: 0
THE CONTRACTOR Date 7-121	Amount added by this change order:		\$35,324.07
a CharMM-	Original Contract Amount: \$8	1,941,038.13	
Typed/ nted Name Topy Williams	Total Change Orders To-Date:	\$2,122,592.4	-
Typed/Printed Title Drus bon More	rcent Change in Original Contract:	2.59%	6
RECOMMENDED FOR EXECUTION: 7/1/2024 Series Construction Engineer Date	Department of Infi	rastructure	7/5/2024 Date
Christen Eschberger 7/5/2024 Program Manager Date	APPROVED:		
N/A			
3rd Party Signature Date	Presiding Office Williamson County Com		Date

CHANGE ORDER NUMBER: 16 Project #: 22IFB139

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE		HOURLY RATE	

TABLE B: Contract Items:

					ORIGINAL + PRE	VIOUSLY REVISED	ADD or (DEDUCT)		NEW	
ITEM	DESCRIPTION	UNIT	UN	IIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999 WC14	EXISTNG ROAD REPAIR - CJS 034	LS	\$	35,324.07	0.00	\$ -	1.00	1.00	\$ 35,324.07	\$ 35,324.07
	TOTALS					\$ -			\$ 35,324.07	\$ 35,324.07

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
	1B. Other
2. Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	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
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

FM3349 at US 79 Williamson County Project No. 22IFB139

Change Order No. 16

Reason for Change

This Change Order provides compensation to the Contractor for performing pavement repairs within the project limits on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999 WC14	EXISTNG ROAD REPAIR	1	LS

This Change Order results in a net increase of \$35,324.07 to the Contract amount, for an adjusted Contract total of \$84,063,630.57. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,122,592.44 has been added to the Contract, resulting in an 2.59% 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.

Change Order Worksheet

Contract Name	FM3349 at US79		Solicitation #	22IFB139
Date awarded	9/26/2022			
Awarded Contract	Amount	\$81,941,038.13		
			Percentage Change	
	Change order #1	\$925,354.41	1.13%	
	Change order #2	\$82,000.00	0.10%	
	Change order #3	\$195,302.81	0.24%	
	Change order #4	-\$472,492.20	-0.58%	
	Change order #5	-\$5,274.97	-0.01%	
	Change order #6	\$130,053.00	0.16%	
	Change order #7	\$661,031.30	0.81%	
	Change order #8	\$327,321.48	0.40%	
	Change order #9	-\$368,749.53	-0.45%	
	Change order #10	\$67,965.30	0.08%	
	Change order #11	\$271,902.72	0.33%	
	Change order #12	\$64,791.00	0.08%	
	Change order #13	\$82,301.65	0.10%	
	Change order #14	\$101,248.22	0.12%	
	Change order #15	\$24,513.18	0.03%	
	Change order #16	\$35,324.07	0.04%	
	Total changes to date	\$2,122,592.44	2.59%	(Running totals here)
	Adjusted contract amount	\$84,063,630.57		-

INVOICE

Date: 4/24/2024

Primoris Services Corporation

James Construction Group

Invoice #

Bill To:

HNTB- WILLIAMSON COUNTY

RE: FM3349 DAVID THORNHILL 3486-01-008

Qty	UM	Description	Unit Price	Total
1.00	LS	2" FULL DEPTH REPAIR & TRAFFIC CONTROL	\$ 35,324.07	\$35,324.07
		** PRICING DOES NOT INCLUDE STRIPING. FINAL PRICING TBD ONCE DIJ		
		SENDS PRICING.		
		PREPARED BY: KYLE OLDHAM		
			Total	\$35,324.07

James Construction Group

PRICE PROPOSAL- EAST TURN AROUND REPAIR @ HWY 79

Date: 4/10/2024 CO Pricing Good For: 45 days Project: FM3349 Control: 3486-01-008 County: Williamson Highway: FM3349

Description: HWY79 EB TURN AROUND REPAIR

Estimated Change in Contract Sum: \$ 34,974.32

Narrative: 2" FULL DEPTH REPAIR OF EXISTING HWY 79 EASTERN TA. PRICED BY SY WITH 638 SY MINIMUM. PLEASE NOTE THIS PRICING DOES NOT INCLUDE STRIPING.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Labor_		icg iiis	0	HR	neg nate	\$ -	\$ -
			0	HR		\$ -	\$ -
						Ť	Ť
	•						
						Subtotal	\$ -
						55% Burdens	\$ -
						15% Markup	\$ -
						Total Labor	\$ -
	1						
<u>Equipment</u>				QTY	UM	<u>Rate</u>	Extended
					HR		\$ -
							\$ -
							\$ -
							\$ -
						Subtotal	\$ -
						15% Markup	\$ -
						Total Equipment	\$ -
							•
Subcontractors				QTY	UM	Price	Extended
LONE STAR PAVING				624.00	SY	\$ 47.37	
SINGLE LANE CLOSURE (X3)*				3.00	EA	\$ 1,250.00	\$ 3,750.00
*(1 EB TURN LANE; 1 WB INSIDE LANE; 1 WB OUTSIDE LANE							
						Subtotal	\$ 33,308.88
STRIPING COST TO BE DETERMINED AT LATER DATE						5% Markup	\$ 1,665.44
						Total Subcontract	\$ 34,974.32
						I	1
<u>Material</u>				QTY	UM	Price	Extended
					· · · · · · · · · · · · · · · · · · ·		\$ -
							\$ -
						Subtotal	\$ -
						Subtotal 25% Markup	
						25% Markup	\$ -
						Subtotal 25% Markup Total Material	
						25% Markup Total Material	\$ -
Miscellaneous				<u>QTY</u>	<u>им</u>	25% Markup	\$ - \$ -
<u> Miscellaneous</u>				<u> Qтү</u>	<u>им</u>	25% Markup Total Material	\$ - \$ - <u>Extended</u> \$ -
<u> Viscellaneous</u>				<u> </u>	<u>им</u>	25% Markup Total Material	\$ - \$ -
<u> Miscellaneous</u>				QTY	<u>um</u>	25% Markup Total Material Price	\$ - \$ -
Alscellaneous				QTY	<u>um</u>	25% Markup Total Material Price Subtotal	\$ - \$ - <u>Extended</u> \$ -
Alscellaneous				QTY	<u>им</u>	25% Markup Total Material Price Subtotal 15% Markup	S -
<u> Miscellaneous</u>				QTY	<u>им</u>	25% Markup Total Material Price Subtotal	\$ - \$ -
<u>Miscellaneous</u>				QTY	UМ	25% Markup Total Material Price Subtotal 15% Markup Total Miscellaneous	S -
Miscellaneous				QTY	<u>им</u>	25% Markup Total Material Price Subtotal 15% Markup Total Miscellaneous SUBTOTAL	Extended S - S - S - S - S - S - S - S - S - S
Viscellaneous				<u>QTY</u>	<u>им</u>	25% Markup Total Material Price Subtotal 15% Markup Total Miscellaneous SUBTOTAL BOND @ 1%	Extended S S S S S S S S S S S S S S S S S S
Miscellaneous				QTY		25% Markup Total Material Price Subtotal 15% Markup Total Miscellaneous SUBTOTAL BOND @ 1% TOTAL COST	\$
liscellaneous				QTY		25% Markup Total Material Price Subtotal 15% Markup Total Miscellaneous SUBTOTAL BOND @ 1%	\$ -

Meeting Date: 07/16/2024

22IFB139 FM3349 at US79 - Change Order #17 (Water Well Abandonment)

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. 17 in the amount of \$11,849.07 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.

Background

This Change Order provides compensation to the Contractor for abandoning an existing water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract. Please see attached Change Order for additional details.

This Change Order results in a net increase of \$11,849.07 to the Contract amount, for an adjusted Contract total of \$84,075,479.64. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,134,441.51 has been added to the Contract, resulting in an 2.60% 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

22IFB139 FM3349 CO#17

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 10:21 AM

Form Started By: Julissa Vasquez Started On: 07/10/2024 11:10 AM Final Approval Date: 07/11/2024

CHANGE ORDER NUMBER: 17 Contract 9/26/2022__ Award Date: **NTP Required:** Project ☑ Yes □ No James Construction Group 22IFB139 Contractor: Number: Funding Project Name: FM3349 at US 79 Source: P332 Change Order Work Limits: 47+00 Sta. Roadway: FM3349 Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor) CSJ Number. N/A Reasons: (3 Max. - In order of importance - Primary first) Describe the work being revised: 1. Design Error or Omission 1A. Incorrect PS&E: This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract. Work to be performed in accordance with Items: See Attached New or revised plan sheet(s) are attached and numbered: Ø New Special Provisions/Specifications to the contract are attached: No Yes 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 following information must be provided The contractor must sign the Change Order and, by doing so, agrees to waive any ind 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 Days added on this CO:___ Time Ext. #: N/A sult of this change. Amount added by this change order: \$11,849.07 THE CONTRACTOR \$81,941,038.13 Original Contract Amount: Total Change Orders To-Date: \$2,134,441.51 Typed Printed Name ercent Change in Original Contract: 2.60% Typed/Printed Title RECOMMENDED FOR EXECUTION: RECOMMENDED FOR EXECUTION: 7/1/2024 7/5/2024 Senior Construction Engineer Date Department of Infrastructure Williamson County APPROVED:

Presiding Officer of the

Williamson County Commissioners Court

Date

N/A

3rd Party Signature

Date

CHANGE ORDER NUMBER: 17 Project #: 22IFB139

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE		HOURLY RATE	

TABLE B: Contract Items:

					ORIGINAL + PRE	VIOUSLY REVISED	ADD or (DEDUCT)		NEW	
ITEM	DESCRIPTION	UNIT	UNIT P	PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999 WC15	Water Well Abandonment and Structure Removal	LS	\$ 1	11,849.07	0.00	\$ -	1.00	1.00	\$ 11,849.07	\$ 11,849.07
				_						
	TOTALS					\$ -			\$ 11,849.07	\$ 11,849.07

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E 1B. Other
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

FM3349 at US 79 Williamson County Project No. 22IFB139

Change Order No. 17

Reason for Change

This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999 WC15	Water Well Abandonment and Structure Removal	1	LS

This Change Order results in a net increase of \$11,849.07 to the Contract amount, for an adjusted Contract total of \$84,075,479.64. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,134,441.51 has been added to the Contract, resulting in an 2.60% 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.

Change Order Worksheet

Contract Name	FM3349 at US79		Solicitation #	22IFB139
Date awarded	9/26/2022			
Awarded Contract	Amount	\$81,941,038.13		
			Percentage Change	
	Change order #1	\$925,354.41	1.13%	
	Change order #2	\$82,000.00	0.10%	
	Change order #3	\$195,302.81	0.24%	
	Change order #4	-\$472,492.20	-0.58%	
	Change order #5	-\$5,274.97	-0.01%	
	Change order #6	\$130,053.00	0.16%	
	Change order #7	\$661,031.30	0.81%	
	Change order #8	\$327,321.48	0.40%	
	Change order #9	-\$368,749.53	-0.45%	
	Change order #10	\$67,965.30	0.08%	
	Change order #11	\$271,902.72	0.33%	
	Change order #12	\$64,791.00	0.08%	
	Change order #13	\$82,301.65	0.10%	
	Change order #14	\$101,248.22	0.12%	
	Change order #15	\$24,513.18	0.03%	
	Change order #16	\$35,324.07	0.04%	
	Change order #17	\$11,849.07	0.01%	
	Total changes to date	\$2,134,441.51	2.60%	(Running totals here
	Adjusted contract amount	\$84,075,479.64		-

CHANGE ORDER PROPOSAL

Date: 5/24/2024

Primoris Services Corporation

James Construction Group

Invoice #

Bill To:

HNTB- WILLIAMSON COUNTY

RE: FM3349 ASIF MIRZAZADA 3486-01-008

Qty	UM	Description	Unit Price	Total
1.00	LS	LARRY MATL WATER WELL REMOVAL AND ABANDON	\$ 11,849.07	\$11,849.07
		PREPARED BY: KYLE OLDHAM		
			Total	\$11,849.07

James Construction Group

PRICE PROPOSAL- FM3349- MATL WATER WELL & STR REMOVAL

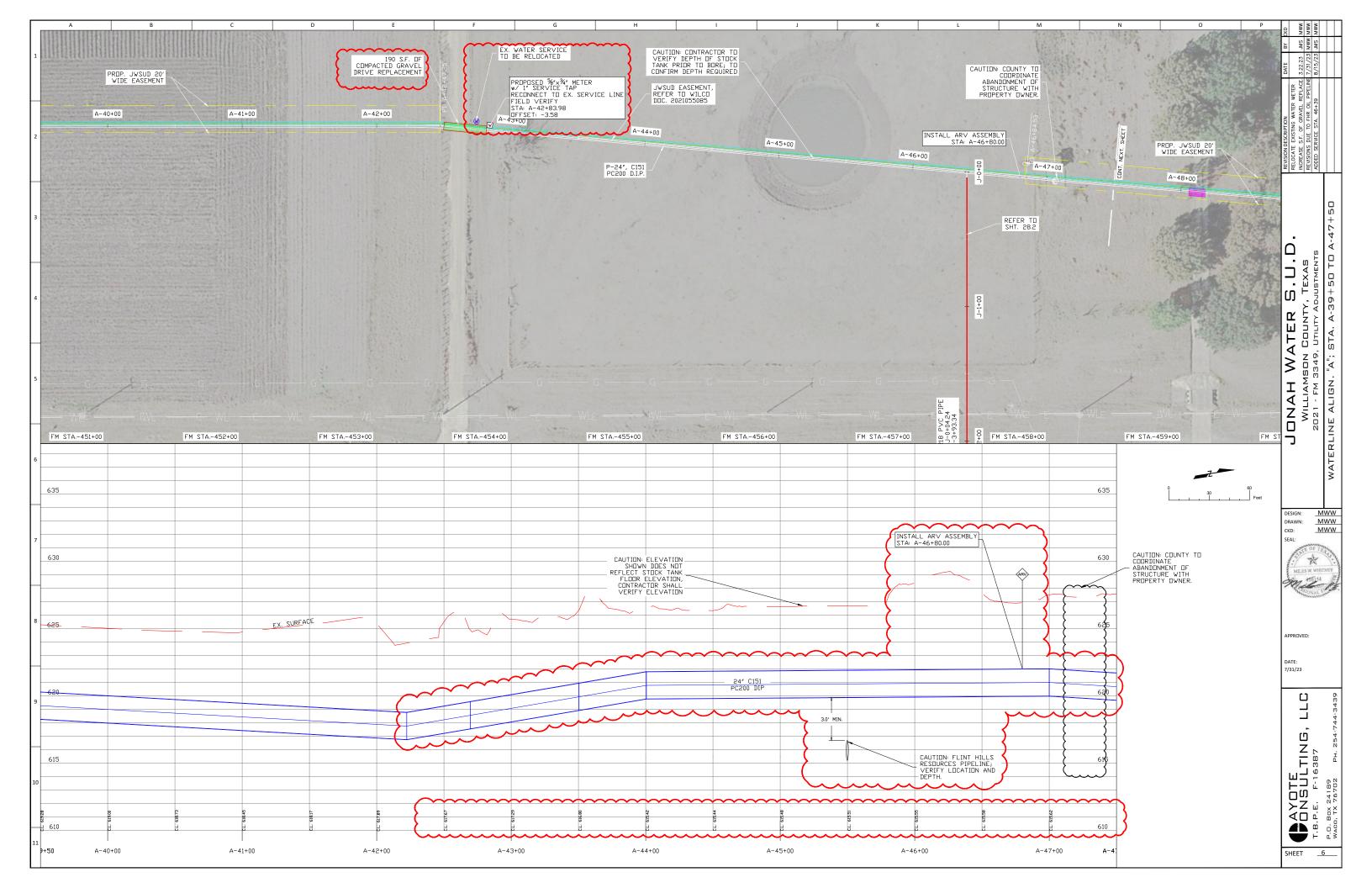
Project: FM3349 Control: 3486-01-008 County: Williamson Highway: FM3349 Date: 5/24/2024 CO Pricing Good For: 45 days

Description: PRICE PROPOSAL- FM3349- MATL WATER WELL & STR REMOVAL

Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 11,849.07

Narrative: REMOVE WATER WELL PUMP HOUSE AND CONC SLAB STRUCTURE - PLUG & ABANDON WELL PER TCEQ. SPECIFICATIONS- HAUL OFF ALL MATERIALS & GRADE AREA

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)		Extended
FOREMAN		8	0	HR	\$ 45.68	\$ 68.52	\$	365.44
PERATOR	_	8	0	HR	\$ 24.00	\$ 36.00		192.00
DPERATOR	_	8	0	HR	\$ 22.00	\$ 33.00	\$	176.00
						Subtotal	\$	733.44
						55% Burdens	\$	403.39
						15% Markup	\$	110.02
						Total Labor	\$	1,246.85
						Total Labor	Y	1,240.03
						T		
<u>Equipment</u>				<u>QTY</u>	<u>UM</u>	<u>Rate</u>		<u>Extended</u>
CAT 325 EXCAVATOR				8	HR	\$ 123.46		987.68
SKID STEER				8	HR	\$ 78.46	\$	627.68
FOREMAN TRUCK				8	HR	\$ 33.26	\$	266.08
							1	
							1	
							1	
							_	
						Subtotal	\$	1,881.44
						15% Markup	\$	282.22
						Total Equipment	\$	2,163.66
							T	
Subcontractors				QTY	<u>um</u>	Price		Extended
TOM LOVELACE WATER WELL SERVICE BID #1331				1.00	EA		ć	
								6,960.00 965.00
ARROW 40CY ROLL OFF DUMPSTER DELIVERY/PICKUP				1.00	EA	\$ 965.00	\$	965.00
							4	
						Subtotal	\$	7,925.00
						E0(8.8		206.20
						5% Markup	\$	390.23
						5% Markup Total Subcontract	\$	
						Total Subcontract		
							\$	
Material				OTV	UM	Total Subcontract	\$	8,321.25
Material				<u>QTY</u>	<u>um</u>		\$ \$	8,321.25
<u>Material</u>				<u>QTY</u>	им	Total Subcontract	\$	8,321.25
Material				<u>QTY</u>	<u>um</u>	Total Subcontract	\$ \$	8,321.25
Material				QTY	<u>um</u>	Total Subcontract	\$ \$	8,321.25 Extended
Materia <u>l</u>				QTY	<u>им</u>	Total Subcontract	\$ \$	8,321.25
<u>Material</u>				дту	<u>um</u>	Total Subcontract Price	\$ \$	8,321.25 Extended
<u>Material</u>				ΩΤΥ	<u>им</u>	Total Subcontract	\$ \$	8,321.25 Extended
Material .				<u> ΩΤΥ</u>	<u>им</u>	Total Subcontract Price	\$ \$	8,321.25
Material				QTY	<u>им</u>	Price Subtotal 25% Markup	\$ \$	8,321.25 <u>Extended</u> -
<u>Material</u>				QTY	<u>им</u>	Price Subtotal	\$ \$	8,321.2! <u>Extended</u> -
<u>Material</u>				QTY	<u>им</u>	Price Subtotal 25% Markup	\$ \$	8,321.25 <u>Extended</u> -
						Price Subtotal 25% Markup Total Material	\$ \$	8,321.25 <u>Extended</u>
				QTY	<u>им</u>	Price Subtotal 25% Markup	\$ \$	8,321.25 <u>Extended</u> -
						Price Subtotal 25% Markup Total Material	\$ \$	8,321.25 Extended Extended -
						Price Subtotal 25% Markup Total Material	\$ \$	8,321.25
						Price Subtotal 25% Markup Total Material	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,321.2: Extended
						Price Subtotal 25% Markup Total Material Price Subtotal	\$ \$	8,321.25 Extended
						Price Subtotal 25% Markup Total Material Price Subtotal 15% Markup	\$ \$ \$	8,321.25 Extended
						Price Subtotal 25% Markup Total Material Price Subtotal	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,321.2: Extended
						Price Subtotal 25% Markup Total Material Price Subtotal 15% Markup	\$ \$ \$	8,321.2: Extended
						Price Subtotal 25% Markup Total Material Price Subtotal 15% Markup Total Material	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,321.25 <u>Extended</u> - - - - - - - - - - - - -
						Price Subtotal 25% Markup Total Material Price Subtotal 15% Markup Total Miscellaneous SUBTOTAL	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,321.25 <u>Extended</u>
						Price Subtotal 25% Markup Total Material Price Subtotal 15% Markup Total Miscellaneous SUBTOTAL BOND @ 1%	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,321.25 <u>Extended</u>
<u>Material</u> Miscellaneous					<u>UM</u>	Price Subtotal 25% Markup Total Material Price Subtotal 15% Markup Total Miscellaneous SUBTOTAL	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Extended -



Meeting Date: 07/16/2024

22IFB139 FM3349 at US79 - Change Order #15 (Lone Star HMAC Low Production)

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. 15 in the amount of \$24,513.18 for Project 22IFB139 FM3349 at US79 (James Construction) P: 332 Funding Source: Road Bond.

Background

This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and increased costs resulting from low asphalt placement production rates due to different site conditions at driveway No. 5 of the northbound frontage road. After the project was bid, a new development tied the driveway to the existing FM 3349. In order to keep the driveway operational at all times, the connection to the newly built NBFR required multiple traffic switches, re-staking to match existing conditions, and the usage of full depth HMAC. Please see attached Change Order for additional details.

This Change Order results in a net increase of \$24,513.18 to the Contract amount, for an adjusted Contract total of \$84,028,306.50. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,087,268.37 has been added to the Contract, resulting in an 2.55% 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.

From/To	Acct No.	Description	Amount

Attachments

22IFB139 FM3349 CO#15

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 10:27 AM

Form Started By: Julissa Vasquez

Started On: 07/10/2024 11:23 AM

Final Approval Date: 07/11/2024

WILLIAMSON COUNTY, TEXAS CHANGE ORDER NUMBER: 15

Contract

		NTP Required:	Award Date: 9	/26/2022
Contractor:	James Construction Group	□ Yes ☑ No	Project Number: 22IFE	3139
Project Name: _	FM3349 at US 79	<u> </u>	Funding Source:	P332
Change Order V	Vork Limits: Sta. 1514+00 to Sta	1516+00	Roadway:	FM3349
Type of Change	(on federal-aid non-exempt projects):	Minor (Major/Minor)	CSJ Number:	N/A
Reasons:	2C (3 Max In order of	of importance - Primary first)		
Describe the wo	rk being revised:			
provides compens	Conditions (unforeseeable). 2C. New develops sation to the Contractor for additional construction the different site conditions on driveway No. 5 of	n surveying, traffic control management, a	ompleted). This Cha nd low production asp	nge Order Jhalt
	_	e Attached		
New or revised p	plan sheet(s) are attached and numbered:	185		
New Special Pro	visions/Specifications to the contract are atta	ached: Yes	Ø No	
New Special Pro	visions to Item N/A No. N/A. Special Speci	ification Item N/A are attached.		
Each signatory h	ereby warrants that each has the authority to	execute this Change Order (CO).		
any and all claims for a	ign the Change Order and, by doing so, agrees to waive additional compensation due to any and all other expenses; time, overhead and profit; or loss of compensation as a	Term and account	on must be provide ays added on this C	
THE CONTRAC	Date 1-1-21	Amount added by this change order:	\$24	,513.18
ву	bushit.	Original Contract Amount: \$8	1,941,038.13	-8
Typed/Printed N	Name Toel (1):11/4ms	Total Change Orders To-Data:	\$2,087,268.37	_ 1
Typed/Printed T	Title DIVISION Manage	Percent Change in Original Contract:	2.55%	
RECOMMENDE	D FOR EXECUTION:	RECOMMENDED FOR EXEC	UTION:	
Senior	7/1/2024 Construction Engineer Date	Department of Infr Williamson C	astructure	7/5/2024 Date
Musten	rogram Manager 7/5/2024 Togram Manager Date	APPROVED:		
9.	N/A			
36	d Party Signature Date	Presiding Office Williamson County Comr		Date

CHANGE ORDER NUMBER:	15	Project #:	22IFB139
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TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE		HOURLY RATE	

TABLE B: Contract Items:

					ORIGINAL + PRE	VIOU	ISLY REVISED	ADD or (DEDUCT)		NE	w	
ITEM	DESCRIPTION	UNIT		UNIT PRICE	QUANTITY		ITEM COST	QUANTITY	QUANTITY		ITEM COST	ERRUN/ DERRUN
3076-WC03	ADDITIONAL CONSTRUCTION SURVEYING, TRAFFIC CONTROL, AND ADDED COST DUE TO LOW HMAC PLACEMENT RATE ON DRWY NO. 5 - 008	LS	\$	24,513.18	0.00	\$	-	1.00	1.00	\$	24,513.18	\$ 24,513.18
-												
	TOTALS		1			\$	-			\$	24,513.18	\$ 24,513.18

Williamson County Road Bond Program

FM3349 at US 79 Williamson County Project No. 22IFB139

Change Order No. 15

Reason for Change

This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and increased costs resulting from low asphalt placement due to different site conditions at driveway No. 5 of the northbound frontage road. After the project was bid, a new development tied the driveway to the existing FM 3349. In order to keep the driveway operational at all times, the connection to the newly built NBFR required multiple traffic switches, re-staking to match existing conditions, and the usage of full depth HMAC.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
3076-WC03	ADDITIONAL CONSTRUCTION SURVEYING, TRAFFIC CONTROL, AND ADDED COST DUE TO LOW HMAC PLACEMENT RATE ON DRWY NO. 5	1	LS

This Change Order results in a net increase of \$24,513.18 to the Contract amount, for an adjusted Contract total of \$84,028,306.50. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,087,268.37 has been added to the Contract, resulting in an 2.55% 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.

Change Order Worksheet

Contract Name	FM3349 at US79		Solicitation #	22IFB139
Date awarded	9/26/2022			
		601 041 020 12		
Awarded Contract Amount		\$81,941,038.13	D	
			Percentage Change	
	Change order #1	\$925,354.41	1.13%	
	Change order #2	\$82,000.00	0.10%	
	Change order #3	\$195,302.81	0.24%	
	Change order #4	-\$472,492.20	-0.58%	
	Change order #5	-\$5,274.97	-0.01%	
	Change order #6	\$130,053.00	0.16%	
	Change order #7	\$661,031.30	0.81%	
	Change order #8	\$327,321.48	0.40%	
	Change order #9	-\$368,749.53	-0.45%	
	Change order #10	\$67,965.30	0.08%	
	Change order #11	\$271,902.72	0.33%	
	Change order #12	\$64,791.00	0.08%	
	Change order #13	\$82,301.65	0.10%	
	Change order #14	\$101,248.22	0.12%	
	Change order #15	\$24,513.18	0.03%	
	Total changes to date	\$2,087,268.37	2.55%	(Running totals here)
	Adjusted contract amount	\$84,028,306.50		

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
	1B. Other
2. Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	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
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

CHANGE ORDER Lone Star Driveway 5 & 6 Repricing

Date: 3/7/2024

Invoice #



James Construction Group

Bill To:

HNTB- WILLIAMSON COUNTY

RE:

FM3349 & HWY 79 ASIF MIRZAZADA 3486-01-008

Qty	UM	Description	Unit Price	Total
-1,451.20 1	TON LS	LONE STAR - LOW PRODUCTION - DRIVEWAY 5 & 6 REPRICING Additional construction surveying and traffic control and added cost due to low asphalt placement rates on driveway # 5.	\$149.55 \$24,513.18	\$217,033.27 \$24,513.18
		This is not an adjustment of price to the contract item. The tonnage has been paid for at contract price. This LS item will pay for additional surveying and traffic control required to complete the work and for a premium to the asphalt subcontractor for low placement rate due to different site conditions. See marked backup below.		
		PREPARED BY: KYLE OLDHAM		\$24,513.18
			Total	\$217,033.27

James Construction Group, LLC

Contractor's Basis of Estimate

3/7/2024 WILLIAMSON Date: Project: FM339 & HWY79 County: CO Pricing Good For: 3486-01-008 FM3349 Control: Highway: 30 DAYS Revised Contract: Description: Level-Up Type B in Driveway 5 Original Contract: Net CO: & 6 1,451.20 TON JCG - Addittional Flagging & Survey for the Level-Up Type B in Driveway 5 & 6. Date Estimated Qty: Narrative: Estimated Change in Contract Sum: \$ 217,033.27 2/9/24, 2/12/24, 2/14/24, & 2/21/24. Estimated Change In Contract Time: TBD

> JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

149.55

UNIT PRICE (TOTAL COST/EST. QTY) \$

LABOR	Reg Hrs	OT Hrs	<u>UM</u>	Reg Rate	OT Rate (x1.5)	<u>Extended</u>
SURVEY	22.00	2.22		4 50.05		4 000 00
PARTY CHIEF RODMAN	32.00 32.00	0.00 0.00	HR HR	\$ 58.85 \$ 19.29	•	\$ 1,883.20 \$ 617.28
				,	·	,
ROADWAY FLAGGERS JOSH VIGH	32.00	0.00	HR	\$ 21.00	. \$ -	\$ 672.00
RAMON VALDEZ	32.00	0.00	HR	\$ 25.00		\$ 800.00
JOSE CRUZ	32.00	0.00	HR	\$ 20.00	- \$	\$ 640.00
					Subtotal	\$ 4,612.48
						\$ 1,153.12
						\$ 2,536.86 \$ 8,302.46
					TOTAL LABOR	Ç 0,302.40
EQUIPMENT			QTY	<u>UM</u>	Rate	<u>Extended</u>
CREW TRUCK RAM2500 4WD			32.00	HRS	\$ 45.77	
SURVEY TRUCK RAM1500 4WD			32.00	HRS	\$ 42.17	\$ 1,349.44
						\$ 2,814.08
						\$ 422.11 \$ 3,236.19
					Total Equipment	3 3,230.15
SUBCONTRACTORS (love production promises)			QTY	<u>UM</u>	<u>Price</u>	Extended
LONE STAR - Level-Up Type B in Driveway 5 & 6 (low production premium)		_	1451.20 385.55	TON TON	\$ 133.45 \$31.45	\$ 193,662.64 \$12,125.55
			300.00	1011	, ,	Ψ12,120.00
					Subtotal 5% Profit	\$ 193,662.64 \$ — 9,683.13 \$606.28
					_	\$
<u>MATERIAL</u>			<u>QTY</u>	<u>UM</u>	<u>Price</u>	Extended \$0.00
						\$0.00
						\$0.00
Unit Price Ty B \$ 102.00/TON					Subtotal	\$0.00
LoneStar revised price for low production \$133.45/Ton						\$ -
Delta: \$31.45					Total Material	\$ -
	.0.4			TOTAL OF	WORK PERFORMED	\$ 214,884.43 \$24,270.48
Average Placement Rate (8 paving days): 1,465.18 Ton/D	ay				BOND FEE (ADD 1%)	\$ 2,148.84\$242.70
Only 1 day the placement rate went below 500 Ton/Day						¢24 512 19
2/12/24 385.55 Tons placed on Driveway 5					TOTAL COST	\$ 217,033.2\psi <4,013.10

 $385.55 \times \$31.45 = \$12,125.55$

	Tons	Shift
2/12/2024	385.55	1
2/13/2024	2,115.29	2
2/14/2024	1,981.56	3
2/15/2024	1,124.97	4
2/16/2024	2,070.69	5
2/19/2024	1,511.29	6
2/20/2024	864.08	7
2/21/2024	1,668.02	8
	11,721.45	1,465.18



Title: ___

Company Name: ___

11675 JOLLYVILLE RD, SUITE 150 AUSTIN, TX 78759

Date	Estimate No.
2/13/2024	53517 - No. 2

Project

Phone #			_	FM 3	3349	
(512) 428-5778	James Construction	n		CSJ# 348	86-01-008	
Description		Qty	U/M	UNIT PRICE	Total	
Level-Up in Dri	veway 5 and 6					
ADDITIONS TO THE CONTRACT						
3076-6001 Level-Up Type B in Driveway 5 and 6		1,451.20	Ton	\$133.45	\$193,662.64	
Eever op Type Bill Bliveway 3 and o	7 5 and 6 1,451.20 10n \$133.45					
					Total ADD	
NOTE: PRICING EXCLUDES TRAFFIC CONTROL, FLAGGERS, L AND ANY UNDERGROUND OBSTRUCTIONS.	JNIFORMED POLICE OFFICERS, DAMAGE	TO FIBER OPTIC C	ABLES, UN	DERGROUND UTILITIES		
AND ANY UNDERGROUND OBSTRUCTIONS.					\$193,662.64	
THIS PROPOSAL IS VALID FOR 30-DAYS FROM PROPOSA						
	CCEPTED AT PROPOSED PRICING. NEW I	RICING IS REQUIR	ED IF ANY	SCOPE ABOVE IS CHANGE	D.	
Estimator Michael Crum						
michae@lspaving.com						
512-993-9079						
012 000 0010						
	Terms & Conditions					
LONE STAR PAVING WILL EXECUTE ONLY THOSE ITEMS OF W				· ·		
CHANGE ORDER IN ADVANCE. LONE STAR PAVING IS NOT R UPON COMPLETION AND BILLED AT UNIT PRICES SHOWN A		SLOPES LESS THAN	2%. ALL Q	UANTITY OVERRUNS WILL	BE VERIFIED IN PLACE	
or on committee of the	50 VE.					
	Terms & Conditions					
All agreements must be made in writing. Asphalt paving star standards. Other paving specifications must be specifically of	,					
less than 12 inches deep. Lone Star Paving will carry Worke	ers Compensation, General Liability and A	uto Insurance for la	abor provide	ed in the performance of th	nis contract. The	
amounts included in this estimate are based on information p contractor is responsible for the paving surface. From time t	to time, the paving surface may have area	as whereby addition	nal hot mix r	must be applied to achieve	desired results, the	
fees for these additional amounts of materials will be discuss commencement of work. Fees for our services are due 30 d	ŭ i		0	•	0 1	
200608, Austin, Tx 78720. Interest shall accrue for all amou	nts past due at the rate of eighteen perce	nt (18%) compoun	d interest p	er annum or highest legal	limit. The Contractor	
agrees to pay reasonable attorney fees, expert fees, all costs contract. The venue for any legal action under this contract s		, ,		•		
agreeable contract.						
The above prices, specifications, and conditions are satisfact	tory and are hereby accepted. Payment	will be made as out	lined above	. .		
Accepted by:				Date:		



LONE STAR PAVING

CHANGE ORDER PRICING BREAKDOWN

Project: FM 3349 Project No.: 265-2-36 Control: 3486-01/008, ETC Proposal No.: 1	Owner:	TXDOT (James Construction)	Date:	13-Feb-24	
Control: 3486-01/008, ETC Proposal No.: 1	Project:	FM 3349	Project No.:	265-2-36	
	Control:	3486-01/008, ETC	Proposal No.:	1	

Subject: Item 530 DRIVEWAYS/INTERSECTION	1,451.20	- TON	ı
--	----------	-------	---

Production Rate =	500	-TON/Day
Hours per Day>	11	

A. LABOR

Description	Hours	Quantity	Rate	Totals
Jose Castillo	29	1	\$ 30.68	\$889.72
Pedro Tovar	29	1	\$ 30.00	\$870.00
Inocencio Valazquez	29	1	\$ 23.00	\$667.00
Jacob Romo	29	1	\$ 21.50	\$623.50
Kevin Mondragon	29	1	\$ 21.00	\$609.00
Miguel Avila	29	1	\$ 20.00	\$580.00
Rogelio Salinas	29	1	\$ 20.00	\$580.00
Bryant Bodin	29	1	\$ 26.00	\$754.00
Efren Coronado Salas	29	1	\$ 20.00	\$580.00
Jose Coronado Salas	29	1	\$ 20.00	\$580.00
Marlon Alvarado	29	1	\$ 27.14	\$787.06
Bonifacio Marquez	29	1	\$ 29.21	\$847.09
Rodrigo Vargas	29	1	\$ 27.66	\$802.14
Armando Ruiz	29	1	\$ 30.17	\$874.93
Samuel Figueroa	29	0	\$ 22.52	\$0.00
	Base Lahor (Costs =	•	\$10 044 44

Profit & Compensation

	(Base Labor "Only")	25.00%	+ /-
Labor Burden	(Base Labor "Only")	55.00%	\$5,524.44
	Total Labor Costs =		\$18 079 99

B. EQUIPMENT

Description	Hours	Quantity	Rate	Totals
AP 1000F Asphalt Paver	26	1	\$303.43	\$7,889.18
Roadtec SB-2500D	0	1	\$382.11	\$0.00
Cat 914 4-Wd Articulating Wheel Loader	26	1	\$82.75	\$2,151.50
Bomag BW11RH-5	26	1	\$127.89	\$3,325.14
Bomag 284 AD	26	1	\$208.89	\$5,431.14
Bomag BW120AD	26	1	\$67.37	\$1,751.62
Broce RJ-350 Propelled Broom	26	1	\$113.34	\$2,946.84
550 Gal Distributor/Trailer Mounted	26	1	\$17.52	\$455.52
F450SD Diesel 4x2	26	2	\$62.96	\$3,273.92
Cat Skidsteer 272D3	0	1	\$77.93	\$0.00
PC 412 Skidsteer Attachement (Planer)	0	0	\$376.16	\$0.00
Pickup F-250 (Crew) 4x2 -Gas-3/4Ton	26	2	\$38.67	\$2,010.84
			Subtotal =	\$29,235.70
Profit & Compensation			15.00%	\$0.00
	Total Equip	ment Costs	=	\$29,235,70

C. MATERIALS

Description	Quantity	Units	Unit Price	Totals
Type B PG (64-22)	1,451.20	Tons	\$69.75	\$101,221.20
CBC-1H	275.00	GAL	\$2.80	\$770.00
			Subtotal =	\$101,221.20
Profit & Compensation			25.00%	\$25,305.30
	Total Materi	\$126,526.50		

D. SUBCONRACTOR/OTHER

Description	Quantity	Units	Unit Price	Totals
Haul Asphalt	1,451.20	Tons	\$13.00	\$18,865.60

		Subtotal =	\$18,865.60
Profit & Compensation		5.00%	\$943.28
	Total Subcontractor/Otl	0	\$19,808,88

E. SUMMARY

Subtotal of all Costs

Total Proposal Amount = \$193,651.07

Cost Per Unit = \$133.45 / TON

Meeting Date: 07/16/2024

Chandler Corridor Segment 1 DEC Amendment No. 1

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 Corridor Segment 1 contract between Williamson County and DEC -- Central Texas, LLC relating to the LTP Corridor Program. Project: P599 Fund Source: LTP Corridor

Background

The DEC Contract Amendment No. 1 amends the compensation cap by \$28,762.90 from \$1,000,000.00 to \$1,028,762.90. This will allow for the execution of Supplemental No. 4 to Work Authorization No. 1 authorizing final development of ultimate schematic layouts, open road 3D modeling, quantities, and cost estimate, as well as final drainage report. The SWA also extends the termination date to September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ChandlerCorridorSeg1-DEC-Amendment01 ChandlerCorridorSeg1-DEC-WA01Supp04

Form Review

Inbox Reviewed By Date

County Judge Exec Asst.
Form Started By: Marie Walters
Final Approval Date: 07/11/2024

Becky Pruitt 07/11/2024 11:48 AM

Started On: 07/10/2024 05:54 PM

53.

CONTRACT AMENDMENT NO. 1 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT: 22RFSQ134 Chandler Corridor Segment 1 (SH130 to CR101/Corridor E) ("Project")

THIS CONTRACT AMENDMENT NO. 1 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 DEC – Central Texas, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 29, 2022 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,000,000.00; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,000,000.00 to \$1,028,762.90, reflecting a total increase of \$28,762.90.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	COUNTY:
DEC – Central Texas, LLC	Williamson County, Texas
By: Signature	By:Signature
Nick Bokaie, P.E.	Judge Bill Gravell Jr.
Printed Name	Printed Name
Senior Vice President Title	<u>County Judge</u> Title
Tiue	Title
July 3, 2024	
Date	Date

APPROVED

By Christen Eschberger at 10:58 am, Jul 11, 2024

SUPPLEMENTAL WORK AUTHORIZATION NO. 4 TO WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT: CHANDLER CORRIDOR SEGMENT 1

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 September 29, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and DEC — Central Texas, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective November 11, 2022 (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 Work Authorization shall terminate on <u>September 30, 2024</u>. 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).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$992,726.90 to \$1,028,762.90. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:	COUNTY:
DEC - Central Texas, LLC	Williamson County, Texas
By: Signature	By:Signature
Nick Bokaie, P.E. Printed Name	Judge Bill Gravell Jr. Printed Name
Senior Vice President Title	<u>County Judge</u> Title
July 3, 2024 Date	Date
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED

By Christen Eschberger at 10:59 am, Jul 11, 2024

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER PRELIMINARY ENGINEERING FOR CHANDLER CORRIDOR SEGMENT 1

DESCRIPTION

DEC requests execution of supplemental work authorization No. 4 pertaining to the Chandler Corridor Segment 1 project to provide additional Engineering Services. Engineering services to be provided by the Engineer under this Supplemental Work Authorization shall include the following:

- Extended management and coordination with GEC and entire project team.
- Final development of Ultimate Schematic layouts, Open Road 3D modeling, quantities, and cost estimates.
- Final Drainage Study and Report.

ADDITIONAL ENGINEERING SERVICES

1. PROJECT MANAGEMENT

- a. Communication:
 - Extend designation of one Licensed Professional Engineer (Texas) to be responsible for project management, and all communications with the County and its representatives.

b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

- Submit monthly progress status reports to the GEC. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

c. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

d. PROGRESS/COORDINATION MEETINGS (3 external meetings assumed):

- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

e. PROIECT SCHEDULE:

• Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

f. DELIVERABLES:

- Monthly Invoices and Progress Reports
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files

2. SCHEMATIC DEVELOPMENT

a. SCHEMATIC:

• Develop multiple alternatives to reduce ROW Impacts at Sheriff's facility.

- Revise Corridor section from depressed median to a barrier divided section, increase shoulder widths to accommodate future widening and provide roadside ditches to convey off site flow through the site.
- Adjust geometry to accommodate additional turn lanes at intersection.
- Adjust mainlane design to accommodate 70mph design speed, ramps/direct connectors to 55 mph. Revise and resubmit Design Summary form with revised design speeds.
- Finalize ultimate schematic submittal per Williamson County submittal requirements and selected design criteria including proposed cross sections (4:1 max for grass slopes), typical sections, roadway centerline, offsite drainage areas, proposed roadside channels, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, retaining walls and adequate ROW to construct, driveway locations, horizontal alignment data, profile data, identification of known utilities.
- Finalize schematic level cross drainage structures to include culvert and channel alignment, profile (could be submitted either with the cross sections or a culvert layout sheet in the drainage report), embankment slopes, wingwall layout, channel slopes and limits of grading.
- Finalize bridge typical section for each bridge including the type and location of rails, shared use paths, superelevation and deck drains. Finalize schematic level bridge structures for the schematic route. Finalize location of Abutments and Bents, including straddle bents. Engineer will also provide finale span lengths and superstructure depths.
- Finalize plan view phasing plan for construction of ultimate project.
- Prepare Final Engineering Costs Estimate for the construction quantities covering all items of the proposed work.

b. DELIVERABLES:

• Final **Ultimate** Schematic Submittal including cost estimate.

3. DRAINAGE STUDY

a. FINALIZE HYDROLOGIC/HYDRAULIC MODELING:

- Finalize hydrologic and hydraulic review for the corridor. The analysis will include identification of cross drainage structure locations and preliminary sizing of structures.
- Finalize hydrologic and hydraulic models (County's best available data Atlas 14 draft models, drainage districts, river authorities, cities, etc.) if available, to define the drainage infrastructure required for the ultimate schematic design. Detail the methodologies employed and recommendations. The analysis will include preparation of a preliminary design of the right of way drainage system, cross drainage structures, major channel crossings to reflect the existing and proposed conditions, recommended minimum pavement elevations based on cross drainage flood elevations for culverts, right of way requirements, and identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for modeling all river and major channel crossings and bridge-class structures. HY-8 shall be used for non-bridge class culverts. HY-8 may also be used during the preliminary alignment evaluation stage to size cross culverts. Atlas 14 impacts will be reviewed and incorporated.
- Finalize scroll plot of drainage areas, time of concentration showing County lidar and aerial background. Provide table with runoff calculations for 5, 10 and 25 year storm events for parallel and non bridge type culverts within the project limits.
- Finalize peak discharges for validation purposes and to help evaluate alignments. Detailed hydrologic computations shall be provided based on methodologies recommended by the controlling drainage criteria manual, including technical standards from the County Atlas 14 project.
- Finalize existing channel cross sections based on data collection.
- Finalize onsite parallel drainage for roadside ditches and/or storm sewer sizing will only be analyzed to determine project ROW needs.

b. FINALIZE IMPACT AND MITIGATION ANALYSIS:

- Revise drainage impact study for multiple alternatives based on revised roadway and bridge horizontal alignment, vertical alignment, width, typical section and other geometric properties. If the proposed roadway width is revised, it will impact the land use calculations, flow calculations, routing, input parameters to the drainage models, impact and mitigation calculations, pond capacity/design, and will necessitate a revised drainage report with updated exhibits and appendices. The task includes the necessary updates due to the multiple revised design alternatives.
- The 100-year flood flow (outside of the ROW) is not to be impacted unless fully offsetting conveyance capacity is provided. Deviations from this criteria must be coordinated through the GEC prior to report submittals.
- Prepare an impact analysis to determine increases in peak flow rates for the 2, 10, 25, and 100-year storm events including: existing and proposed peak flow rates, mitigation analysis, conceptual detention basin layouts, design of control structures, routing of storm hydrographs through basins.
- Provide a comparison of existing versus proposed conditions at each outfall from the project area.
- Provide measures to mitigate adverse impacts to nearby buildings, property access points and runoff patterns.
- Calculate the volume of fill to be placed in the 100-year floodplain and recommend locations for compensatory storage.

c. FINALIZE DRAINAGE REPORT

• Finalize drainage report for the corridor.

d. DELIVERABLES:

• Schematic Final Drainage Report.

4. CORRIDOR SUMMARY REPORT

a. DOCUMENTATION:

• The Engineer shall prepare a Chandler 1 Corridor Summary Report documenting environmental setting (that includes environmental concerns, known constraints structures, floodplain), aerial photography, contour information, utility information, the project need and purpose, preliminary route concept development and evaluation process and results, stakeholder activities, final route option recommendation, funding, and next steps.

b. REPORT:

• A draft and final report will be prepared for review and will also document refinements to the recommended route option to address any stakeholder or property owner comments and suggestions, as appropriate, and document potential impacts and costs for the refined route option recommendation.

c. DELIVEARABLES:

Draft and Final Report.

		han is a same a same .	b	WORK SCHEDULI					
ID Task Name	Duration Start Finish	022 November 2022December 2022 Ja 2328 2 7 12172227 2 7 12172227 1 8	nuary 2023 February 2023 March 2023 3 1116212631 5 10152025 2 7 12172227 1	April 2023 May 2023 June 2023 6 11162126 1 6 1116212631 5 1015202530	July 2023 August 2023 Septer 5 1015202530 4 9 14192429 3 8	nber 2021 October 2023 November 2 13182328 3 8 13182328 2 7 12172	23December 2023 January 2024 Februs 227 2 7 12172227 1 6 1116212631 5 10	y 2024 March 2024 April 2024 52025 1 6 1116212631 5 1015202530	May 2024 June 2024 July 2024 August 2024 September 2024 Oct 5 1015/2025/30 4 9 1419/24/29 4 9 1419/24/29 3 8 1318/23/28 2 7 12/17/22/27 2 7
1 Preliminary Engineering Phase	494 days Tue 11/1/22 Mon 9/23/2 0 edays Tue 11/1/22 Tue 11/1/2								9/23
2 Notice to Proceed 3 Kick off Meeting	7 edays Tue 11/1/22 Tue 11/1/2 7 edays Tue 11/1/22 Tue 11/8/2								
4 Prepare & Submit QA/QC Plan	30 edays Tue 11/1/22 Thu 12/1/2								
5 Data Collection & Field Reconnaissance	14 edays Tue 11/1/22 Tue 11/15/2								
6 Route and Design Studies	108 days Tue 11/15/22 Fri 4/14/2	13 							
7 Analyze & Identify Design Criteria	7 edays Tue 11/15/22 Tue 11/22/2								
Develop Draft Design Summary Form & Typ GEC (HNTB) Review			! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! !						
9 GEC (HNTB) Review 10 Add Interim FR to DSF & add Bridge Typica	31 edays Tue 12/6/22 Fri 1/6/2 Sections 6 edays Fri 1/6/23 Thu 1/12/2								
11 GEC (HNTB) Review	14 edays Thu 1/12/23 Thu 1/12/2								
12 Add Interim FR Typical Sections	0 edays Thu 1/26/23 Thu 1/26/2								
13 GEC (HNTB) Review	13 edays Thu 1/26/23 Wed 2/8/2	3							
14 Revise & Submit Design Summary Form &	ypical Section: 8 edays Wed 2/8/23 Thu 2/16/2	3	(🗫) . .						
15 GEC (HNTB) Review	39 edays Thu 2/16/23 Mon 3/27/2		11111119						
16 Revise Final Design Summary Form & Typis 17 GEC (HNTB) Review	al Sections 8 edays Mon 3/27/23 Tue 4/4/2 10 edays Tue 4/4/23 Fri 4/14/2			<u></u>					
18 Revise Final Design Summary Form & Typin			· · · · · · · · · · · · · · · · · · ·	\$\text{\delta} 4\text{14}					
19 Schematic Development	459 days Tue 12/20/22 Mon 9/23/2			R 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					■ 9/23
20 Develop Preliminary Schematic	99 edays Tue 12/20/22 Wed 3/29/2								
21 Prepare Preliminary Engineering Cost Estim									
22 QA/QC Preliminary Schematic	14 edays Wed 3/29/23 Wed 4/12/2			<u></u>					
Submittal of Preliminary Schematic, Cost Es Files, QA/QC Documentation & Project Sch		3		**************************************					
24 GEC (HNTB) Review *	76 edays Wed 4/12/23 Tue 6/27/2	3							
25 Review Comment Responses	14 edays Tue 6/27/23 Tue 7/11/2				5				
26 Comment Resolutions	21 edays Tue 7/11/23 Tue 8/1/2				9				
27 Develop Final Schematic	299 edays Wed 4/12/23 Mon 2/5/2			4 					
28 QA/QC Final Schematic 29 Prepare Final Engineering Cost Estimate	11 edays Mon 2/5/24 Fri 2/16/2 3 edays Fri 2/16/24 Mon 2/19/2						1 1 1 1 1 1 1 1 1 1		
29 Prepare Final Engineering Cost Estimate 30 Submittal of Final Schematic, Cost Estimate								2/19	
& Schedule		11000000						~! !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!	
31 Final ROW Map and affected property owner								2/19	
32 GEC (HNTB) Review *	22 edays Mon 2/19/24 Tue 3/12/2								
33 Revise FM 1660 Alignment 34 Resolve Review Comments	13 edays Tue 3/12/24 Mon 3/25/2 7 edays Mon 3/25/24 Mon 4/1/2								
	/ edays Mon 3/25/24 Mon 4/1/2 try & 3D Model 21 edays Mon 4/1/24 Mon 4/22/2								
36 Revise Final Schematic	7 edays Mon 4/22/24 Mon 4/29/2								
37 Review & Accessment of Draft Atlas 14 Dat									
38 Revisions per Draft Atlas 14 Map	14 edays Thu 5/16/24 Thu 5/30/2	24							
39 Re-submit Final Schematic	0 edays Thu 5/30/24 Thu 5/30/2		! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! !						5/30
40 Close Out Comments (HNTB, City of RR, H									
41 SWA 4 to WA 1 & Supplemental No. 1 to PS 42 Prepare Draft Route Study Report	A 21 edays Mon //1/24 Mon //22/2 14 edays Mon 7/1/24 Mon 7/15/2								
43 QC Draft Route Study Report	7 edays Mon 7/15/24 Mon 7/22/2								
44 Submit Draft Route Study Report	0 edays Mon 7/22/24 Mon 7/22/2	24							.
45 GEC (HNTB) Review	14 edays Mon 7/22/24 Mon 8/5/2	24							-
46 Resolve Review Comments	9 edays Mon 8/5/24 Wed 8/14/2								
47 Prepare Final Route Study Report	7 edays Mon 8/12/24 Mon 8/19/2								11
48 QC Final Route Study Report 49 Submit Final Route Study Report	7 edays Mon 8/19/24 Mon 8/26/2 0 edays Mon 8/26/24 Mon 8/26/2								1
50 GEC (HNTB) Review	14 edays Mon 8/26/24 Mon 9/9/2								
51 Close Out Review Comments	14 edays Mon 9/9/24 Mon 9/23/2								
52 Re-submit Final Route Study Report	0 edays Mon 9/23/24 Mon 9/23/2								9/23
53 Drainage Study	412 days Tue 11/1/22 Thu 5/30/2						 		
54 Preliminary H&H Study & Modeling	50 edays Tue 11/1/22 Wed 12/21/2								
55 Prepare Schematic Preliminary Drainage Re 56 QA/QC Schematic Preliminary Drainage Re			<u>.</u>						
57 Schematic Preliminary Drainage Report Sut			1/17						
58 GEC (HNTB) Review *	10 edays Tue 1/17/23 Fri 1/27/2								
59 Prepare Schematic Preliminary Drainage Re	port 60 edays Fri 1/27/23 Tue 3/28/2	3	, , , , , , , , , , , , , , , , , , ,						
Re-Submittal and Impact & Mitigation Ānaly 60 QA/QC Schematic Preliminary Drainage Re			111111111111111111111111111111111111111	<u></u>					
60 QA/QC Schematic Preliminary Drainage Re Re-Submittal and Impact & Mitigation Analy	oort 15 edays Tue 3/28/23 Wed 4/12/2	³							
61 Schematic Preliminary Drainage Report Re-	Submittal and 0 edays Wed 4/12/23 Wed 4/12/2	3	!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!	4/12					
Impact & Mitigation Analysis Submittal									
62 GEC (HNTB) Review * 63 Review Comment Responses	76 edays Wed 4/12/23 Tue 6/27/2 14 edays Tue 6/27/23 Tue 7/11/2								
63 Review Comment Responses 64 Comment Resolutions	14 edays Tue 6/27/23 Tue 7/11/2 21 edays Tue 7/11/23 Tue 8/1/2								
65 Final H&H Study & Modeling	226 edays Wed 4/12/23 Fri 11/24/2			<u> </u>			,		
66 Prepare Schematic Final Drainage Report a							[
Mitigation Analysis									
67 QA/QC Schematic Final Drainage Report ar Mitigation Analysis	d Impact & 14 edays Mon 2/5/24 Mon 2/19/2	34					· · · · · · · · · · · · · · · · · · ·	"]: :::: :::: :::::: ::::::: ::::::::::	
68 Schematic Final Drainage Report and Impa	t & Mitigation 0 edays Mon 2/19/24 Mon 2/19/2	4						2/19	
Analysis Submittal								7: [::::::]::	
69 GEC (HNTB) Review *	22 edays Mon 2/19/24 Tue 3/12/2							*********	
70 Finalize Schematic Drainage Report and Im Mitigation Analysis	pact & 14 edays Thu 5/16/24 Thu 5/30/2	²⁴							
71 Re-Submit Schematic Final Drainage Report	and Impact & 0 edays Thu 5/30/24 Thu 5/30/2	44							5/30
Mitigation Analysis									
72 Environmental	113 days Tue 11/8/22 Fri 4/14/2								
73 Data Collection & Field Reconnaissance	45 edays Tue 11/8/22 Fri 12/23/2								
74 Environmental Constraints Mapping 75 Prepare Draft Environmental and Cultural F	21 edays Fri 12/23/22 Fri 1/13/2 esources 21 edays Fri 12/23/22 Fri 1/13/2								
Constraints Anyalysis Report	2 i eurojo FII 12/23/22 FII 1/13/2								
76 QA/QC Draft Report	6 edays Fri 1/13/23 Thu 1/19/2	3	🙀 : : : : : : : : :						
77 Submit Draft Environmental and Cultural Ro	sources 0 edays Thu 1/19/23 Thu 1/19/2								
Constraints Anyalysis Report and Map 78 GEC (HNTB) Review *	20 adam 75: 140 20 V: 15 25	3							
78 GEC (HNTB) Review * 79 Prepare Final Environmental and Cultural F	20 edays Thu 1/19/23 Wed 2/8/2 esources 30 edays Wed 2/8/23 Fri 3/10/2		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						
Constraints Anyalysis Report	55 55455 Wed 2/0/25 FII 3/10/2								
80 QA/QC Final Report	7 edays Fri 3/10/23 Fri 3/17/2	3							
81 Submit Final Environmental and Cultural Re	sources 0 edays Fri 3/17/23 Fri 3/17/2								
Constraints Anyalysis Report & Map 82 GEC (HNTB) Review *	14 edays Fri 3/17/23 Fri 3/31/2								
82 GEC (HNTB) Review * 83 Address Review Comments	14 edays Fri 3/11/23 Fri 3/31/2 14 edays Fri 3/31/23 Fri 4/14/2	10 10 10 10 10 10 10 10 10 10 10 10 10 1	1111 1111 11 11 T						
84 Resubmit Final Report	0 edays Fri 4/14/23 Fri 4/14/2			4/14					
							<u> </u>		

ATTACHMENT D - FEE SCHEDULE

DEC - CENTRAL TEXAS, LLC

PROJECT SCOPE: SCHEMATIC DEVELOPMENT

	DDINOIDAL	0.4/0.0		DD05	DDOE	TOTAL	
DESCRIPTION OF WORK TASK	PRINCIPAL		MANAGING	PROF	PROF	TOTAL HRS PER	TOTAL
		ENGINEER	ENGINEER V	ENGINEER IV	ENGINEER	TASK	TOTAL COST PER TASK
	\$338.00	\$279.00	\$271.00	\$217.00	\$138.00	TASK	COST FER TASK
1 PROJECT MANAGEMENT	4000.00	-	,	V	***************************************		
A COMMUNICATION							
1 COORDINATION WITH GEC			2			2	\$542.00
B MONTHLY PROGRESS REPORT. INVOICES AND BILLINGS							70
1 INVOICE PREPARATION (3)			2			2	\$542.00
2 MONTHLY PROGRESS REPORTS (3)			2			2	\$542.00
C PROJECT COORDINATION & ADMINISTRATION							·
1 DOCUMENTATION - EMAILS, CALLS, MTG AGENDAS, MINUTES			3			3	\$813.00
2 COORDINATION OF TEAM/STAFF			3			3	\$813.00
D PROGRESS & COORDINATION MEETINGS							·
1 EXTERNAL COORDINATION MEEETINGS (3)							
2 INTERNAL COORDINATION MEEETINGS (3)			2	2	2	6	\$1,252.00
E UPDATE PROJECT SCHEDULE							
SUBTOTAL PROJECT MANAGEMENT			14	2	2	18	\$4,504.00
2 ROUTE STUDY REPORT							
A INTRODUCTION							
1 BACKGROUND			2		1	3	\$680.00
B PROJECT APPROACH							
1 PURPOSE AND NEED			2		2	4	\$818.00
2 OVERVIEW OF PROJECT AREA			1			1	\$271.00
C PROJECT AREA CHARACTERISTICS							
1 EXISTING CONDITIONS			1		2	3	\$547.00
2 CONSTRAINTS			2		5	7	\$1,232.00
D CORRIDOR PRELIMINARY DESIGN							
1 PROPOSED DESIGN CRITERIA			1		3	4	\$685.00
2 CORRIDOR WIDTH AND TYPICAL SECTION			1		3	4	\$685.00
3 PROPOSED RIGHT-OF-WAY			1		3	4	\$685.00
E AGENCY AND PUBLIC INVOLVEMENT							
1 AGENCY INVOLVEMENT			1		1	2	\$409.00
2 MAJOR STAKEHOLDER COORDINATION			1		1	2	\$409.00
3 INDIVIDUAL AND GROUP MEETINGS			1		1	2	\$409.00
F CONCLUSION AND RECOMMENDATION							
1 CONCLUSION			6	4	6	16	\$3,322.00
2 PROJECT FUNDING			2		1	3	\$680.00
3 NEXT STEPS			2		1	3	\$680.00
G PRELIMINARY REPORT							
1 PREPARE PRELIMINARY REPORT		_	8	6	16	30	\$5,678.00
2 QA/QC PRELIMINARY REPORT	2	8	ļ		4-2	10	\$2,908.00
3 ADDRESS REVIEW COMMENTS			4		10	14	\$2,464.00
H FINAL REPORT						10	40.50
1 PREPARE FINAL REPORT			6	4	8	18	\$3,598.00
2 QA/QC FINAL REPORT	2	8	4		40	10	\$2,908.00
3 ADDRESS REVIEW COMMENTS SUBTOTAL ROUTE STUDY REPORT	4	16	46	14	10 74	14 154	\$2,464.00 \$31,532.00
SUBTUTAL ROUTE STUDY REPORT	4	10	40	14	74	154	₹31,532.00
TOTAL PROJECT HOURS	4	16	60	16	76	172	\$26 026 00
TOTAL PROJECT HOURS	4	10	90	טו	70	1/2	\$36,036.00

DATE:

1-Jul-24

SUPPLEMENTAL WORK AUTHORIZATION NO. 4 TO WA NO. 1

ATTACHMENT D - FEE SCHEDULE DEC - CENTRAL TEXAS, LLC

PROJECT SCOPE: SCHEMATIC DEVELOPMENT

TASK AND DESCRIPTION		PRINCIPAL	QA/QC	LEAD	MANAGING	MANAGING	PROF	PROF	ENGR	ENGINEER	ENGR	ENGR	
			ENGINEER	STRUCTURAL	ENGINEER	ENGINEER	ENGINEER	ENGINEER	ASSOCIATE	IN TRAINING	TECHNICIAN	TECHNICIAN	TOTALS
				ENGINEER	V	IV	IV	Ш	IV	II	VI	V	
	HOURLY RATE	\$338.00	\$279.00	\$271.00	\$271.00	\$256.00	\$217.00	\$168.00	\$134.00	\$120.00	\$171.00	\$144.00	
1 PROJECT MANAGEMENT	TOTAL HOURS				14		2						18
	TOTAL COST	\$ -	\$ -	\$ -	\$ 3,794.00	\$ -	\$ 434.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,504.00
2 ROUTE STUDY REPORT	TOTAL HOURS	4	16		46		14						154
	TOTAL COST	\$ 1,352.00	\$ 4,464.00	\$ -	\$ 12,466.00	\$ -	\$ 3,038.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,532.00
TOTALS	TOTAL HOURS	4	16		60		16						172
TOTALS	TOTAL COST	\$ 1,352.00	\$ 4,464.00	\$ -	\$ 16,260.00	\$ -	\$ 3,472.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,036.00
	·												
												TOTAL COST	\$36,036.00

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

On-Call Land Surveying Services Inland Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

54.

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the On-Call Land Surveying services contract between Williamson County and Austin Survey Company LLC dba Inland Geodetics relating to the Road Bond Program. Project: As Needed by Work Authorization Fund Source: Bonds

Background

The Inland Contract Amendment No. 1 increases the compensation cap by \$300,000.00 from \$500,000.00 to \$800,000.00 to account for additional projects requiring land surveying services under both the 2019 and 2023 Road Bond program. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SurveyOnCall-Inland-ContractAmendment01 CR314-Inland-WA07

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 11:49 AM

Form Started By: Marie Walters Started On: 07/10/2024 06:18 PM

Final Approval Date: 07/11/2024

CONTRACT AMENDMENT NO. 01 TO WILLIAMSON COUNTY CONTRACT FOR SURVEYING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: 24RFSQ13 Land Surveying Services On-Call ("Project")

THIS CONTRACT AMENDMENT NO. <u>01</u> to Williamson County Contract for Surveying Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Austin Surveying Company, LLC dba Inland Geodetics (the "Surveyor") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Surveyor executed the Williamson County Contract for Surveying Services dated effective May 13, 2024 (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 \$500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$500,000.00 to \$800,000.00, reflecting a total increase of \$300,000.00.

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.

SURVEYOR:	COUNTY:
Austin Survey Company LLC	Williamson County, Texas
By: Francisco Rivera Signature	By: Signature
Frank Rivera Printed Name	Printed Name
President Title	Title
6/27/2024 Date	Date

APPROVED

By Christen Eschberger at 8:51 am, Jul 10, 2024

WORK AUTHORIZATION NO. 07

WILLIAMSON COUNTY ROAD BOND PROJECT: CR 314 Safety Improvements (IH 35 to CR 332)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 13, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Austin Survey Company, LLC dba Inland Geodetics (the "Surveyor").

- Part 1. 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 \$97,275.00.
- Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.
- Part 4. This Work Authorization shall become effective **April 1, 2024** and shall terminate on **October 31, 2024**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date, unless extended by a Supplemental Work Authorization.
- Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.
- Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.
- Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this	
SURVEYOR: Austin Survey Company LLC	COUNTY: Williamson County, Texas
By: Francisco Rivera Signature	By:
Frank Rivera Printed Name	Printed Name
President Title	Title
LIST OF ATTACHMENTS	
Attachment A - Services to be Provided by County	
Attachment B - Services to be Provided by Surveyo	or
Attachment C - Work Schedule	

APPROVED

Attachment D - Fee Schedule

By Christen Eschberger at 8:52 am, Jul 10, 2024

ATTACHMENT A SERVICES TO BE PROVIDED BY THE COUNTY FOR CR 314 Safety Improvements (IH 35 to CR 332)

In general, Williamson County and its representatives to their best efforts will render services as follows:

- 1. Name, business address, and phone number of County's project manager.
- 2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
- 3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
- 4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.
- 5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.
- 6. Assist with coordination between the Surveyor and the County's other consultants.
- 7. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012, or as provided by the County.

Page 1 of 1

ATTACHMENT B SERVICES TO BE PROVIDED BY THE SURVEYOR FOR CR 314 Safety Improvements (IH 35 to CR 332)

a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

- Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

b. FIELD SURVEYING:

- Surveyor will locate existing control established for CR 314 and reconcile any discrepancies found.
- Surveyor will establish temporary horizontal control to complete this task.
- Surveyor will perform sufficient survey field boundary surveying for the project site to locate the record boundaries on the ground.
- Surveyor will perform sufficient research to reconstruct the existing right-ofway lines and property lines from record information.
- Surveyor will perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries.
- Surveyor will perform sufficient field and office tasks to generate metes and bounds descriptions with survey plat for up to twenty-nine (29) easement parcel documents.
- Surveyor will review title commitment provided by the County for the easement parcel documents.
- Existing easement and fee strips must be shown and identified by width, owner, and recording data.

Page 1 of 2

Attachment B

• Building lines or set-back lines must be shown and identified.

c. DELIVERABLES:

- Draft Parcel Acquisition Documents (pdf), by July 31, 2024.
- Final Signed and Sealed Parcel Acquisition Documents (pdf), by August 30, 2024.
- Preliminary ROW map (roll plot, depicting all parcels, shown in relative positions, along the project route), by August 30, 2024.
- ASCII point file of all points located/set during the course of the survey, by August 30, 2024.



EXHIBIT C - WORK SCHEDULE

Inland Geodetics															
Start Date	Week 1	Week 3	Week 5	Week 7	Week 9	Week 11	Week 13	Week 15	Week 17	Week 19	Week 21	Week 23	Week 25	Week 27	Week 29
NOTE*	4/1/2024	4/15/2024	4/29/2024	5/13/2024	5/27/2024	6/10/2024	6/24/2024	7/8/2024	7/22/2024	8/5/2024	8/19/2024	9/2/2024	9/16/2024	9/30/2024	10/14/2024
PARCEL PREP															
FIELD MARKING OF ESMTS															
															1
															1
*Receivingn title comittments and client reviews is critical to meeting	g this estima	ted schedule	. Adjustmen	ts will be cor	mmunicated	and approve	ed by client.								l



Inland Geodetics Fee Schedule - Attachment D

	# of	1 Man	2 Man	3 Man	4 Man				SEN TECH		Field	Clerical		LSLS		Total
SERVICE	Parcels	Crew	Crew	Crew	Crew	Principal	PM	RPLS	/ SIT	Office Tech	Coordinator	Support	LSLS	(FIELDWORK)	DIRECT	Hours
Williamson County MSA 2024		\$125	\$205	\$285	\$365	\$0	\$190	\$175	\$130	\$110	\$0	\$75	\$200	\$200		
PARCEL PREP (ROW/ESMT)								•					•			
															\$ -	0 HRS
EASEMENT PARCELS	29 Parcels														\$ -	0 HRS
															\$ -	0 HRS
PARCEL PREP							15 HRS	116 HRS	464 HRS			12 HRS			\$ 84,370.00	607 HRS
FIELD MARKING OF ESMTS			44 HRS					5 HRS	22 HRS			2 HRS		1	\$ 12,905.00	73 HRS
														<u> </u>	\$ -	0 HRS
															\$ -	0 HRS
															\$ -	0 HRS
PARCEL PREP (ROW/ESMT)		0 HRS	44 HRS	0 HRS	0 HRS	0 HRS	15 HRS	121 HRS	486 HRS	0 HRS	0 HRS	14 HRS	0 HRS	0 HRS	\$ 97,275.00	680 HRS
SUB-TOTAL		0 HRS	44 HRS	0 HRS	0 HRS	0 HRS	15 HRS	121 HRS	486 HRS	0 HRS	0 HRS	14 HRS	0 HRS	0 HRS	\$ 97,275.00	680 HRS
REIMBURSABLE ITEMS																
REIMBURSABLE SERVICES																
ESTIMATED FEE		\$0	\$9,020	\$0	\$0	\$0	\$2,850	\$21,175	\$63,180	\$0	\$0	\$1,050	\$0	\$0	\$ 97,275.00	

Commissioners Court - Regular Session

Meeting Date: 07/16/2024 CR 314 Real Estate Contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

55.

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Santana and Celsa Cruz for 0.1157 acres of ROW and a 0.0460 Acre electric utility easement needed on County Road 314. (Parcel 18/18E) Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 11:59 AM

Form Started By: Charlie Crossfield Started On: 07/10/2024 03:36 PM Final Approval Date: 07/11/2024

REAL ESTATE CONTRACT

CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SANTANA AND CELSA CRUZ (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.1157-acre (5,040 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 18); and

Electric Utility Easement interest only in and to that certain 0.0460-acre (2,002 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 18E); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

- 2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A" shall be the sum of ONE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED and 00/100 Dollars (\$145,400.00).
- 2.01.1 As Additional Compensation Purchaser shall pay the amount of TWENTY-SIX THOUSAND SIXTY and 00/100 Dollars (\$26,060.00) for the acquisition of any improvements

on the fee simple portion of the Property, and any damage to or cost of cure for the remaining property of Seller.

2.01.1. The Purchase Price for the Electric Utility Easement portion of the Property described in Exhibits "B" shall be the sum of FIVE THOUSAND SEVEN HUNDRED TEN and 00/100 Dollars (\$5,710.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other readily available funds at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.
 - 4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before July 31, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", and deliver a duly executed and acknowledged Electric Utility Easement, conveying such interest to Bartlett Electric Cooperative, Inc. to the portions of the Property described in Exhibit "B", all free and clear of any and all monetary liens and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
 - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.
- (2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Electric Utility Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.
- (3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title

exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
 - (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
 - (1) Owner's Title Policy and survey to be paid for by Purchaser.
 - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
 - (3) All other closing costs shall be paid by the Purchaser.
 - (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 30, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER: Santana Cruz Address: 1450 County Road 314 Date: 6-28-24 CELCA CRUE Celsa Cruz Date: 6-28-24 PURCHASER: WILLIAMSON COUNTY, TEXAS

Bill Gravell, Jr.

Date: _____

County Judge

Address: 710 Main Street, Suite 101

Georgetown, Texas 78626

Highway: County Road 314

EXHIBIT A PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1157 ACRE (5,040 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, SUNRISE MEADOWS, A SUBDIVISION OF RECORD IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A WARRANTY DEED TO SANTANA CRUZ AND CELSA CRUZ RECORDED IN DOCUMENT NO. 9607128, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1157 ACRE (5,040 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, (Grid Coordinates determined as N=10,263,524.40, E=3,154,852.27), being on the existing southerly right-of-way (ROW) line of County Road 314 (CR 314) (variable ROW width), as shown on the recorded plat of SUNRISE MEADOWS as "20' Additional Right-of-Way Dedication", same point being on the easterly boundary line of that tract of land called 1.34 acre part of Lot Two (2) of SUNRISE MEADOWS, described in a Cash Warranty Deed to Lucio Chavez and Maria Ugalde Hernandez recorded in Document No. 2018019408, of the Official Public Records of Williamson County, Texas, same line being the westerly boundary line of said Lot 1, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, from which point a 1/2 inch iron rod found on the original southerly ROW line of CR 314 (variable ROW width), same line being the northerly boundary line of said SUNRISE MEADOWS subdivision, said point being the northeasterly corner of said 1.34 acre tract, same point being the northwesterly corner of said Lot 1, bears N 21°28'28" W, a distance of 20.00 feet;

- 1) THENCE, N 68°25'59" E, with said existing southerly ROW line, a distance of 200.24 feet to a calculated point on the westerly boundary line of that called 13.62 acre tract of land described in a Deed to Tamecia Ann Sharpe recorded in Document No. 2020034683, said Official Public Records, same line being the easterly boundary line of said Lot 1, for the northeasterly corner of the herein described parcel, from which point a 1/2 inch iron rod found on said original southerly ROW line, same being the northwesterly corner of said 13.62 acre tract, also being the northeasterly corner of said Lot 1, bears N 21°28'28" W, a distance of 20.00 feet;
- 2) **THENCE, S 21°28'28"** E, departing said existing southerly ROW line, with the common boundary line of said 13.62 acre tract and said Lot 1, a distance of **24.68 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 96+55.39, on the proposed southerly ROW line of CR 314 (variable ROW width), for the southeasterly corner of the herein described parcel;
- 3) **THENCE, S 68°09'14" W,** with said southerly proposed ROW line, over and across said Lot 1, a distance of **200.24 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 94+55.15, on the common boundary line of said 1.34 acre tract and said Lot 1, for the southwesterly corner of the herein described parcel;

02/05/2024 Page 2 of 4

County: Williamson

Parcel: 18, Santana Cruz and Celsa Cruz

Highway: County Road 314

4) THENCE, N 21°28'28" W, departing said proposed southerly ROW line, with said common boundary line of the 1.34 acre tract and Lot 1, a distance of 25.66 feet to the POINT OF BEGINNING, containing 0.1157 acre (5,040 square feet) of land more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

MIGUEL ANGEL ES

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.

Texas Reg. No. 5630

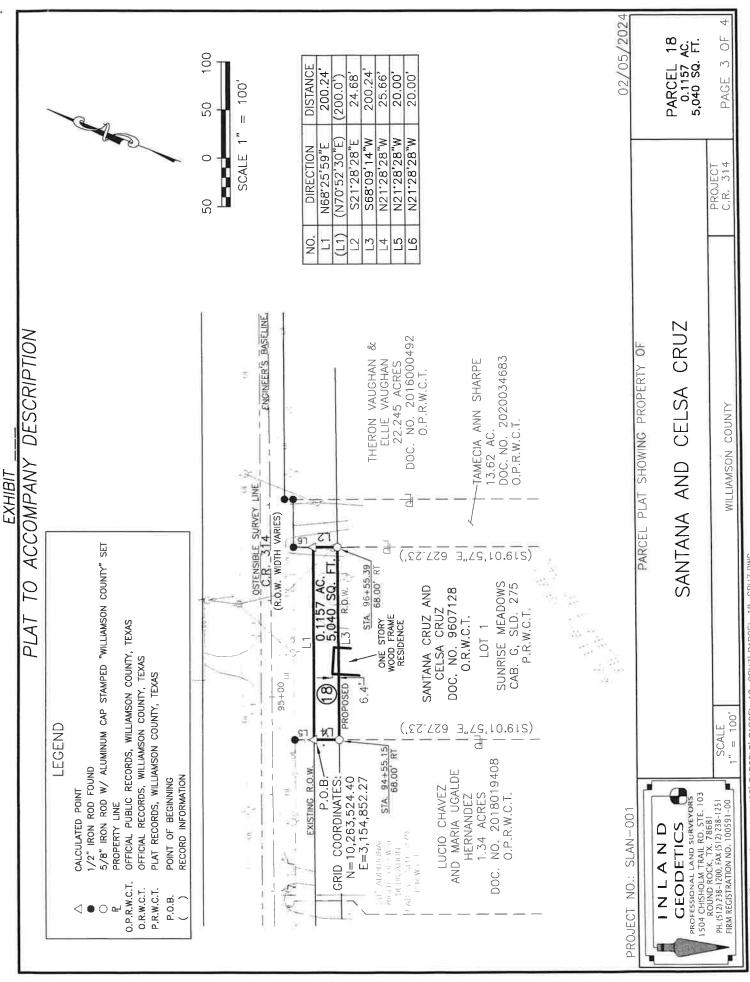
1504 Chisholm Trail Rd #103

Round Rock, Tx 78681

TBPELS Firm No. 10059100

Project No: SLAN-001

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DESCRIPTION PLAT TO ACCOMPANY

NOTES

- 1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011), COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE—TO—GRID COMBINED ADJUSTMENT FACTOR OF U.S. SURVEY 0.99985232.
- MAY HAVE B. CENTER OF SHAPE OF ON THIS SURVEY IN PLOTTED AT THE CACTUAL SIZE OR SURVEY 2) THE SYMBOLS REFLECTED IN THE LEGEND AND A ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN FIELD LOCATION AND MAY NOT REPRESENT THE A FEATURE
- UTILITIES/STRUCTURES. FOR INFORMATION RECARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION, ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED OBSERVED SUCH AS MAY VARY FROM LOCATIONS SHOWN HEREON, ADDITIONAL BURIED UTILITIES/STRUCTURES, 3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION RECARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED,
- 5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT;
- 6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301895 EFFECTIVE 06/13/2023, ISSUED 06/23/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRT AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.
- I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELLEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN ULLY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M, STEPHEN TRUESDALE, LSLS, RPLS NO. 4933.

INLAND GEODETICS

10059100

MIGUEL A ESCOBAR, L'S.L.S., R.P.L.S. 1504 CHISHOLM TRAIL RD #103 ROUND ROCK, TX 78681 TBPELS FIRM NO: 1005 TEXAS REG NO. 5630

SLAN-001

.: OZ

PROJECT

ESSIONE SAPTE OF MIGUEL ANGEL

PARCEL PLAT SHOWING PROPERTY OF CELSA

SANTANA AND

WILLIAMSON COUNTY

4

OF

4

PAGE

PROJECT C.R. 314

0.1157 AC. 5,040 SQ. FT.

PARCEL

PROFESSIONAL LAND SURVEYOR'S 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00 **GEODETICS** DNAJNI

ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY. 10a

G, SLIDES 275-276, PLAT RECORDS,

1. RESTRICTIVE COVENANTS RECORDED IN CABINET WILLIAMSON COUNTY, TEXAS.

SCHEDULE

THE RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND. 10b.

RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN) 10c.

WILLIAMSON COUNTY, TEXAS (LOCATION CANNOT BE DETERMINED FROM THE RECORD EASEMENT DATED MARCH 9, 1972, TO JARRELL—SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF DOCUMENT 10d.

EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT) 10e.

EASEMENT DATED SEPTEMBER 5, 1989, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1843, PAGE371, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT) 10f.

(NOT A SURVEY MATTER) 10g. ELECTRIC UTILITY EASEMENT DATED AUGUST 3, 2001, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073548, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT) 10h.

ELECTRIC UTILITY EASEMENT DATED AUGUST 3, 2001, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073549, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT) . 0

10j. (NOT A SURVEY MATTER)

SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT OVER, AND ACROSS SUBJECT PROPERTY 10k.

RIGHTS OF PARTIES IN POSSESSION 10

02/05/2024

S. SEILER-LANKES CR 314 4 - DRAWINGS PARCELS PARCEL 18-CRUZ PARCEL 18-CRUZ DWG

County:

Williamson

Parcel: 18E, Santana Cruz and Celsa Cruz

Highway: County Road 314

EXHIBIT B PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0460 ACRE (2,002 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, SUNRISE MEADOWS, A SUBDIVISION OF RECORD IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A WARRANTY DEED TO SANTANA CRUZ AND CELSA CRUZ RECORDED IN DOCUMENT NO. 9607128, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0460 ACRE (2,002 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,263,500.52, E=3,154,861.67), being 68.00 feet right of Engineer's baseline station 94+55.15, on the proposed southerly right-of-way (ROW) line of County Road 314 (CR 314), (variable ROW width), said point being on the easterly boundary line of that tract of land called 1.34 acre part of Lot Two (2) of SUNRISE MEADOWS, described in a Cash Warranty Deed to Lucio Chavez and Maria Ugalde Hernandez recorded in Document No. 2018019408, of the Official Public Records of Williamson County, Texas, same line being the westerly boundary line of said Lot 1, for the northwesterly corner and POINT OF BEGINNING of the herein described parcel, from which point a 1/2 inch iron rod found on the original southerly ROW line of CR 314 (variable ROW width), same line being the northerly boundary line of said SUNRISE MEADOWS subdivision, said point being the northeasterly corner of said 1.34 acre tract, same point being the northwesterly corner of said Lot 1, bears N 21°28'28" W, a distance of 45.66 feet;

- 1) THENCE, N 68°09'14" E, with said proposed southerly ROW line, over and across said Lot 1, a distance of 200.24 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 96+55.39 on the westerly boundary line of that called 13.62 acre tract of land described in a Deed to Tamecia Ann Sharpe recorded in Document No. 2020034683, said Official Public Records, same line being the easterly boundary line of said Lot 1, for the northeasterly corner of the herein described parcel, from which point a 1/2 inch iron rod found on said original southerly ROW line of CR 314, being the northwesterly corner of said 13.62 acre tract, same point being the northeasterly corner of said Lot 1, bears N 21°28'28" W, a distance of 44.68 feet;
- 2) **THENCE, S 21°28'28"** E, departing said proposed southerly ROW line, with the common boundary line of said 13.62 acre tract and said Lot 1, a distance of **10.00 feet**, to a calculated point for the southeasterly corner of the herein described parcel;
- 3) **THENCE, S 68°09'14" W,** over and across said Lot 1, a distance of **200.24 feet**, to a calculated point on the common boundary line of said 1.34 acre tract and said Lot 1, for the southwesterly corner of the herein described parcel;

Parcel: 18E, Santana Cruz and Celsa Cruz

Highway: County Road 314

4) THENCE, N 21°28'28" W, with said common boundary line of the 1.34 acre tract and Lot 1, a distance of 10.00 feet to the POINT OF BEGINNING, containing 0.0460 acre (2,002 square feet) of land more or less.

02/05/2024

Page 2 of 4

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

MIGUEL ANGEL ESCORAR

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas:

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.

Texas Reg. No. 5630

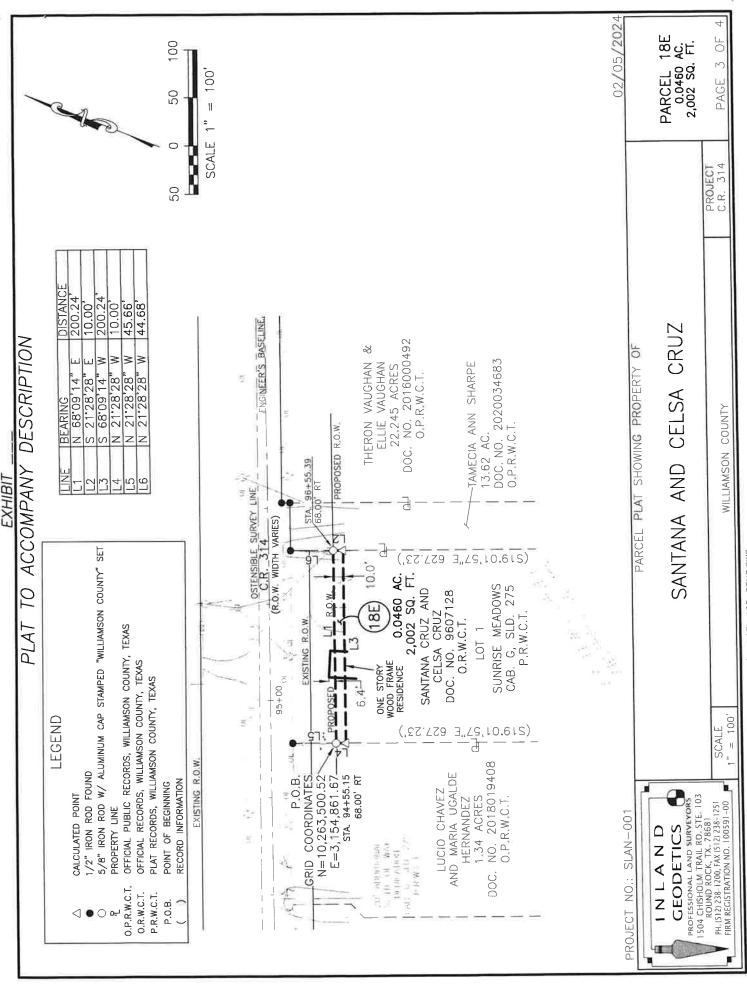
1504 Chisholm Trail Rd #103

Round Rock, Tx 78681

TBPELS Firm No. 10059100

Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-18E-CRUZ.doc



DESCRIPTION PLAT TO ACCOMPANY

NOTES

- 1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NADB3 (2011), COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE—TO—GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
- 2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY, THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE,
- OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON, ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TY AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE 3) OF
- 4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION RECARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR CUARANTEE, EITHER EXPRESSED OR IMPLIED.
- THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT. 9 0 P

SET FOR 6)THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT

- 23,2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE MITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HERRON. SURVEYOR HAS BU UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRTY AS TO EASEMENTS RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS. D BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON. 7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITWENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301895 EFFECTIVE 06/13/2023, ISSUED 06/23/2023. COMMITMENT WIRELIED UPON 1 AND RESTRICTION NOTED BY SURV
- I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SINYEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933.

INLAND GEODETICS

A ESCOBAR, L.S.L.S., R.P.L.S. 1504 CHISHOLM TRAIL RD #103 10059100 ROUND ROCK, TX 78681 TEXAS REG. NO. 5630 TBPELS FIRM NO. MIGUEL

SLAN-001 PROJECT NO .:



PARCEL PLAT SHOWING PROPERTY OF

CELSA AND SANTANA

PROJECT C.R. 314

4 PAGE

02/05/2024

PH. (512) 238-1200, FAX (512) 238-1251 FIRM RECISTRATION NO. 100591-00 PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 GEODETICS \square \vee \vee \vee \vee \vee

S.\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 18-CRUZ\PARCEL 18E-CRUZ.DWG

WILLIAMSON COUNTY

SCHEDULE B

- PLAT RECORDS. G, SLIDES 275-276, 1. RESTRICTIVE COVENANTS RECORDED IN CABINET WILLIAMSON COUNTY, TEXAS.
- PROPERTY WHICH LIES WITHIN HEREIN DESCRIBED OR ROADWAY OF THE BOUNDARIES OF PORTION AN≺ 100
- THE RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND. ЮЪ.
- RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN) 10c.
- WILLIAMSON COUNTY, TEXAS (LOCATION CANNOT BE DETERMINED FROM THE RECORD EASEMENT DATED MARCH 9, 1972, TO JARRELL—SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF 10d.
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- (NOT A SURVEY MATTER) 10
- SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT OVER, AND ACROSS SUBJECT 10k
- 101, RIGHTS OF PARTIES IN POSSESSION

PARCEL 18E 0.0460 AC. 2,002 SQ. FT. PARCEL

OF

DEED

County Road 314 Right of Way

THE STATE OF TEXAS

S
COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That SANTANA AND CELSA CRUZ, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.1157-acre (5,040 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing,

mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of ______, 2024.

[signature pages follow]

GRANTOR:				
Santana Cruz				
AC	CKNOWLEDGMENT			
STATE OF TEXAS	§			
COUNTY OF	§ §			
This instrument was acknowledged before me on this the day of, 2024 by Santana Cruz in the capacity and for the purposes and consideration recited therein.				
	Notary Public, State of Texas			

GRANTOR:			
Celsa Cruz	_		
	A CUNOWI EDCMENT		
	ACKNOWLEDGMENT		
STATE OF TEXAS	§ .		
COUNTY OF	§ § §		
This instrument was acknown 2024 by Celsa Cruz in the capacit	ty and for the purposes and consideration recited therein.		
	Notary Public, State of Texas		
PREPARED IN THE OFFICE	OF:		
Sheets & Crossfield, PLLC 309 East Main			
	Round Rock, Texas 78664		
GRANTEE'S MAILING ADDRESS:			
	Williamson County, Texas Attn: County Auditor		
	710 Main Street, Suite 101 Georgetown, Texas 78626		

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON	8	

That SANTANA AND CELSA CRUZ, of <u>Williamson</u> County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in <u>Williamson</u> County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the

Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

Grantor Santana Cruz		Grantor Celsa Cruz	
AC	KNOWLE	DGEMENT	
THE STATE OF TEXAS	§		
COUNTY OF	§ §		
This instrument was acknowledged before m by Santana and Celsa Cruz, the person(s) nar	e on the ned as Gran	day of tor(s) on the first page of t	, 20 <u>24,</u> his document.
		Notary Public,	State of Texas
**********	******	*******	******
DO NOT WRITE BELOW THIS LINE COUNTY	RESE	ERVED SPACE BELOW	FOR RECORDING AT

§ % x

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Interlocal Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

56.

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Water Special Utility District regarding the East Wilco Highway Segment 2 project. Funding Source: Road Bonds P392

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 11:58 AM

Form Started By: Charlie Crossfield Started On: 07/10/2024 03:39 PM Final Approval Date: 07/11/2024

INTERLOCAL AGREEMENT BETWEEN JONAH WATER SPECIAL UTILITY DISTRICT AND WILLIAMSON COUNTY, TEXAS REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS IN THE SOUTHEAST LOOP SEGMENT 2 ROADWAY CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into between Jonah Water Special Utility District (the "JWSUD") and Williamson County, a political subdivision of the State of Texas (the "County"). In this Agreement, JWSUD and the County are sometimes individually referred to as "a Party" and collectively referred to as "the Parties."

WHEREAS, the County is and has been in the process of designing and acquiring property for the proposed construction of improvements to Southeast Loop – Segment 2, the location of which is shown on Exhibit "A" attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-ofway into easements in which JWSUD water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of JWSUD water lines is necessary (the "Relocation Project"); and

WHEREAS, plans, estimates, and specifications for the relocation of the JWSUD water lines affected by the County Project and any elective betterment to JWSUD facilities are attached hereto as Exhibit "B" (the "Relocation Project Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the JWSUD waterlines in certain segments of the County Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual

I. GENERAL PROVISIONS

- 1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the Relocation Project caused by the County's construction of the County Project.
- 1.02 County Relocation of Waterlines. The County will undertake the Relocation Project concurrently with the County Project in accordance with the Relocation Project Plans, and must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, subject to any reimbursable costs as set forth in Section 2.01 of this Agreement. As stated

below, the County must reimburse JWSUD for all reasonable inspection costs for the Relocation Project.

- 1.03 County to Obtain and Assign Easements. The County will be responsible for all costs to acquire replacement easements needed for the Relocation Project at the locations shown on Exhibit B ("Replacement Easements"). Said Replacement Easements will be acquired by JWSUD as soon as possible, but any utilities that do not need to be relocated for the current phase of the County Project will remain in their current easements with all easement rights continuing. JWSUD shall submit invoices for the Replacement Easements, which shall be due and owing thirty (30) days after JWSUD has accepted the completed Relocation Project.
- 1.04 Obligations and Other Costs. JWSUD shall be responsible for the design of the plans, including specifications. JWSUD will submit invoices for design costs to the County, said costs to be reimbursed pursuant to the payment procedures referenced herein. After acceptance of the waterline relocations and additional construction, JWSUD will own and maintain said waterlines at their sole cost and expense.
- 1.05 Continuation of Service. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the JWSUD and will not result in the prolonged loss of water service to any such customers.

II. CONSTRUCTION OF PROJECT

- **2.01 General**. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements, including elective betterments to JWSUD facilities, that constitute the County Project and the Relocation Project. The County and JWSUD agree that the County shall be responsible for 64.49% of the construction costs (estimated at \$630,224.19) and JWSUD shall be responsible for 35.51% of the construction costs (estimated at \$347,012.50). Collectively, these shares are referred to as the Construction Costs. Notwithstanding the foregoing, the cost of acquiring the Replacement Easements governed by Section 1.03 herein shall not be included in the Construction Costs.
- 2.02 Payment and Maintenance. JWSUD's 35.51% share of the Construction Costs shall be due and owing thirty (30) days after JWSUD has accepted the completed Relocation Project. After completion of the Relocation Project, JWSUD will own and maintain the facilities included within the Relocation Project area. Should any Relocation Project facilities located within County-owned property require repair, replacement, or relocation, final design and completion of such work shall be subject to the approval of the County.
- 2.03 Construction Plans. In addition to the obligations set forth in Section 1.04 of this Agreement, JWSUD will submit the Relocation Project Plans, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction of the Relocation Project. The Relocation Project will be jointly bid and constructed as part of the County Project.

- 2.04 Inspection. The JWSUD may inspect the relocation of the waterlines during construction. If the JWSUD's inspectors determine that the construction by the County is not in accordance with the approved Relocation Project Plans, or deficient in quality of construction, and upon receipt of such notification from the JWSUD, the County must cease construction until the deficiency has been identified and resolved or a corrective plan of construction implemented with the written agreement of the JWSUD.
- 2.05 Insurance, Bonds and Warranties. The County must require the contractor for the County Project to name JWSUD as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds, and maintenance bonds in favor of JWSUD for the County Project and Relocation Project in amounts satisfactory to JWSUD. The County must transfer any warranties for the Relocation Project to JWSUD upon final completion and JWSUD's written acceptance of the Relocation Project. The County and/or its contractor or agents shall be solely responsible for obtaining all regulatory permits or other approvals that are required to carry out the construction of the County Project and Relocation Project in accordance with the Plans, however, JWSUD shall promptly provide any reasonable assistance or information, at no cost to JWSUD, requested to assist with any permit submission process.

2.06 Other Costs. N/A.

2.07 As-Built Drawings. Upon completion of the construction of the Relocation Project, County will provide JWSUD with the as-built drawings of the Relocation Project.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

- (a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make a written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.
- (b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.
- (c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.
- 3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties

agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

- **4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.
- 4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.
- 4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.
- **4.04** Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- **4.05 Effective Date.** This Agreement is effective from the date of execution by the authorized representative of each Party.
- 4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.
- **4.07** Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the Parties' authorized representatives.
- 4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.
- 4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; or (ii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

ATTEST:	
JONAH WATER SPECIAL UTILITY D	DISTRICT:
By: Signor	
Witness	
Date: 7.3. 3024	
ATTEST:	WILLIAMSON COUNTY, TEXAS:

Nancy Rister, County Clerk

By:_______Bill Gravell, Jr., County Judge

Date: _____

Commissioners Court - Regular Session

Meeting Date: 07/16/2024 Declaration of 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 a Declaration of Right of Way of county-owned property for the Chandler Corridor Segment 1 from SH 130 to FM 1660 road widening project. Fund Source: LTP P599

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Declaration

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 12:06 PM

Form Started By: Charlie Crossfield Started On: 07/10/2024 03:42 PM Final Approval Date: 07/11/2024

57.

DECLARATION OF RIGHT OF WAY

Corridor B Right of Way

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

That the COUNTY OF WILLIAMSON and WILLIAMSON COUNTY, TEXAS (hereinafter called the "Declarant") has executed this Declaration of Right of Way for the purpose of establishing the location of a portion of Declarant's property to be used for construction, reconstruction, widening, and maintaining proposed roadway improvements and related appurtenances, drainage and utility relocations in, across and under the following described property in Williamson County, Texas, to-wit:

All of those certain 0.937 acre and 3.827 acre tracts of land in the John Dykes Survey, Abstract No. 186, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Wilco Tract—Parts 1 & 2)

The aforementioned described property is hereinafter referred to as the "Right of Way". The Right of Way is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

The Right of Way parcel hereby designated shall be used for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing roadway improvements and related appurtenances, together with all necessary drainage, utility or any other public uses and purposes as further designated or desired by Declarant.

Except as otherwise stated, the Right of Way and other rights and privileges hereby created shall be perpetual. However, it is expressly provided that this Declaration may be modified, amended, or terminated by Declarant at any time, and without any condition, requirement or prerequisite to same.

The benefits and obligations of the Right of Way created herein shall constitute benefits and servitudes running with the land.

EXECUTED this	day of	,	2024.
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	COUNTY OF WILLIAMSON WILLIAMSON COUNTY, TEX	KAS
	By: Bill Gravell, Jr. County Judge	
ACKN	<u>OWLEDGMENT</u>	
STATE OF TEXAS	§	EGENIDO
COUNTY OF WILLIAMSON	§ KNOW ALL BY THESE PRI §	ESENTS:
This instrument was acknowledged Bill Gravell, Jr., in the capacity and for the	before me this purposes and consideration therein expresse	ed. by
	Notary Public, State of Texas	
PREPARED IN THE OFFICE OF: Sheets & Crossfield, PLLC 309 E. Main Street Round Rock, TX 78664		
AFTER RECORDING RETURN TO: Sheets & Crossfield, PLLC		

DECLARANT:

309 E. Main Street Round Rock, TX 78664

EXHIBIT "A"

County: Williamson

Project: Chandler Corridor Segment 1, From SH 130 to FM 1660

Tax ID: R020357, R482674, and R020358

Parcel: Williamson County, Texas Part 1 – 0.937 Acre and Part 2 – 3.827 acres

METES AND BOUNDS DESCRIPTION

FOR A 0.937 ACRE TRACT OF LAND (PART 1) AND A 3.827 ACRE TRACT OF LAND (PART 2) SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, SAID 0.937 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF THE CALLED 122.161 ACRE TRACT OF LAND AND REMNANT PORTION OF THE CALLED 2.000 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF WILLIAMSON, TEXAS RECORDED IN DOCUMENT NO. 9707182 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (SAID 2.000 ACRE TRACT OF LAND BEING A PORTION OF SAID 122.161 ACRE TRACT OF LAND), AND A PART OF THE CALLED 44.465 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2015101357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.827 ACRE TRACT OF LAND BEING A PORTION OF SAID 44.465 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN SAID DOCUMENT NO. 2015101357. SAID 0.937 ACRE TRACT OF LAND AND SAID 3.827 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF APRIL 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1

COMMENCING at an iron rod found with cap marked "JS Coalter" (Grid Coordinates: N=10189539.14, E=3171609.27) monumenting the most southerly southwest corner of said remnant portion of the 122.161 acre County of Williamson, Texas tract, same being on the north right-of-way line of Chandler Road, from which an iron rod found with cap marked "JS Coalter" monumenting the most westerly southwest corner of said 122.161 acre Williamson County, Texas tract, same being on the east right-of-way line of County Road 130, bears N 66°30'00" W for a distance of 138.02 feet;

THENCE, N 68°28'32" E with the south boundary line of said remnant portion of the 122.161 acre County of Williamson, Texas tract and said north right-of-way line of Chandler Road for a distance of 425.40 feet to an iron rod found with cap marked "JS Coalter" (Grid Coordinates: N=10189695.20, E=3172004.95) monumenting a point of curvature, being 137.00 feet left of Chandler Road Engineer's Baseline Station 368+30.32, for the west corner and **POINT OF BEGINNING** hereof;

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Parcel: Williamson County, Texas Part 1 – 0.937 Acre and Part 2 – 3.827 acres

THENCE, through the interior of said remnant portions of the 122.161 acre and 2.000 acre County of Williamson, Texas tracts and said 44.465 acre Williamson County, Texas tract, the following three (3) courses and distances:

- 1. **N 68°29'24" E** for a distance of **602.22 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the beginning of a curve to the left, being 155.23 feet left of Chandler Road Engineer's Baseline Station 374+25.98;
- 2. With said curve to the left passing at an arc length of 586.16 feet a 5/8" iron rod set with aluminum cap marked "Williamson County, on the east boundary line of said 122.161 acre County of Williamson, Texas tract, the east boundary line of said 2.000 acre County of Williamson, Texas tract, and the west boundary line of said 44.465 acre Williamson County, Texas tract, being 193.78 feet left of Chandler Road Engineer's Baseline Station 380+40.68, in all a total arc length of 889.89 feet, said curve having a radius of 3325.00 feet, a delta angle of 15°20'04" and a chord which bears N 60°49'22" E for a distance of 887.24 feet to a 5/8" iron rod set with aluminum cap on the end of this curve, being 207.65 feet left of Chandler Road Engineer's baseline station 383+65.89;
- 3. N 53°09'11" E for a distance of 0.27 feet to a 5/8" iron rod set with aluminum cap marked "Williamson County" being on the south boundary line of said 44.465 acre Williamson County, Texas tract, said north right-of-way line of Chandler Road and the north boundary line of the called 11.45 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006088533 of the Official Public Records of Williamson County, Texas, being 207.66 feet left of Chandler Road Engineer's Baseline Station 383+66.19, for the northeast corner hereof;

THENCE, with said south boundary line of the 44.465 acre Williamson County, Texas tract, said north boundary line of the 11.45 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road, the following two (2) courses and distances:

- 1. **S 11°36'47" W** for a distance of **86.53 feet** to a PK nail found, being 147.24 feet left of Chandler Road Engineer's Baseline Station 383+00.36, for the southeast corner hereof;
- 2. With a curve to the right an arc length of **252.64 feet**, said curve having a radius of **2853.00 feet**, a delta angle of **5°04'25"** and a chord which bears

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Parcel: Williamson County, Texas Part 1 – 0.937 Acre and Part 2 – 3.827 acres

S 59°06'01" W for a distance of 252.55 feet to an iron rod found with cap marked "Coalter Texas RPLS" on the end of this curve, same being the southwest corner of said 44.465 acre Williamson County, Texas tract, the southeast corner of said remnant portion of the 122.161 acre County of Williamson, Texas tract, the southeast corner of said remnant portion of the 2.000 acre County of Williamson, Texas tract, and the northwest corner of said 11.45 acre Williamson County, Texas tract, being 147.37 feet left of Chandler Road Engineer's Baseline Station 380+34.68, from which an iron rod found with aluminum cap marked "Williamson County R.O.W." monumenting the southwest corner of said 11.45 acre Williamson County, Texas tract, the northeast corner of the called 59.532 acre tract of land conveyed to Ricky D. Kruger, Timothy R. Kruger and Brenda K. Sladek, recorded in Document No. 2016121073 of the Official Public Records of Williamson County, Texas and the northwest corner of the remnant portion of the called 163.89 acre tract of land conveyed to Ricky D. Kruger, Timothy R. Kruger and Brenda K. Sladek, recorded in said Document No. 2016121073, same being on the south right-of-way line of Chandler Road, bears S 21°29'59" E for a distance of 211.33 feet;

THENCE, with said south boundary line of said remnant portion of the 122.161 acre County of Williamson, Texas tract and said north right-of-way line of Chandler Road, in part with said south boundary line of the remnant portion of the 2.000 acre County of Williamson, Texas tract the following five (5) courses and distances:

- 1. **S 61°06'08" W** for a distance of **32.45 feet** to a 1/2" iron rod found (bent), being 146.90 feet left of Chandler Road Engineer's Baseline Station 380+00.56;
- 2. **S 24°21'16"** E for a distance of **9.90 feet** to a calculated point, being 137.01 feet left of Chandler Road Engineer's Baseline Station 379+99.95;
- 3. With a curve to the right an arc length of **438.24 feet**, said curve having a radius of **2863.00 feet**, a delta angle of **8°46'13"** and a chord which bears **S 66°37'05" W** for a distance of **437.82 feet** to a 1/2" iron rod found (leaning) being 136.72 feet left of Chandler Road Engineer's Baseline Station 375+40.77:
- 4. **S 71°02'37" W** for a distance of **332.56 feet** to a 1/2" iron rod found on the beginning of a curve to the left, being 136.76 feet left of Chandler Road Engineer's Baseline Station 372+18.20;

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5. With said curve to the left an arc length of **383.97 feet**, said curve having a radius of **8637.00 feet**, a delta angle of **2°32'50"** and a chord which bears **S 69°47'57" W** for a distance of **383.94 feet** to the **POINT OF BEGINNING** hereof and containing 0.937 acre of land more or less.

PART 2

BEGINNING at a 1/2" iron rod found (Grid Coordinates N=10190412.04, E=3173518.81) monumenting an angle point on the south boundary line of said 44.465 acre Williamson County, Texas tract, the north boundary line of the called 11.45 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006088533 of the Official Public Records of Williamson County, Texas and the north right-of-way line of Chandler Road, being 156.91 feet left of Chandler Road Engineer's Baseline Station 385+50.22, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 79°58'20" W** with said south boundary line of the 44.465 acre Williamson County, Texas tract, said north boundary line of the 11.45 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road for a distance of **77.44 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 211.74 feet left of Chandler Road Engineer's Baseline Station 384+95.53, for northwest corner hereof;

THENCE, through the interior of said 44.465 acre Williamson County, Texas tract, the following two (2) courses and distances:

- 1. **N 53°09'11" E** for a distance of **665.61 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the beginning of a curve to the right, being 232.67 feet left of Chandler Road Engineer's Baseline Station 391+60.81;
- 2. With said curve to the right an arc length of 1220.42 feet, said curve having a radius of 8737.00 feet, a delta angle of 8°00'12" and a chord which bears N 57°09'14" E for a distance of 1219.43 feet to an iron rod found with aluminum cap marked "Williamson County" on the east boundary line of said 44.465 acre Williamson County, Texas tract and the west boundary line of the called 15.382 acre tract of land conveyed to M. Reyna Trucking LLC, recorded in Document No. 2019104976 of the Official Public Records of Williamson County, Texas, same being on the northwest corner of the called 2.492 acre tract of land described in Notice of Lis Pendens, recorded in Document No. 2023086566 of the Official Public Records of Williamson

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County, Texas, being 237.00 feet left of Chandler Road Engineer's Baseline Station 403+55.53, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 44.465 acre Williamson County, Texas tract and the northwest corner of said 15.382 acre M. Reyna Trucking LLC tract, bears N 21°25'09" W for a distance of 540.77 feet;

THENCE, S 21°25'09" E with said east boundary line of the 44.465 acre Williamson County, Texas tract, said west boundary line of the 15.382 acre M. Reyna Trucking LLC tract, and the west boundary line of said 2.492 acre Lis Pendens tract, for a distance of 100.79 feet to a calculated point on the southeast corner of said 44.465 acre Williamson County, Texas tract, the northeast corner of said 11.45 acre Williamson County, Texas tract, the southwest corner of said 15.382 acre M. Reyna Trucking LLC tract, and the southwest corner of said 2.492 acre Lis Pendens tract, same being on the northwest corner of the called 5.81 acre tract of land conveyed to Williamson County, Texas recorded in Document No. 2006031884 of the Official Public Records of Williamson County, Texas, same being on said north right-of-way line of Chandler Road, being 137.07 feet left of Chandler Road Engineer's Baseline Station 403+42.71, from which an iron rod found with cap marked "RPLS 1433" monumenting the most northerly northeast corner of the remnant portion of the called 163.89 acre tract of land conveyed to Ricky D. Kruger, Timothy R. Kruger and Brenda K. Sladek, recorded in said Document No. 2016121073 of the Official Public Records of Williamson County, Texas, the northwest corner of Lot 5, Block A, Chandler Corner a subdivision recorded in Document No. 2019000610 of the Official Public Records of Williamson County, Texas, same being on the southwest corner of said 5.81 acre Williamson County, Texas tract, and the southeast corner of said 11.45 acre Williamson County, Texas tract, same being on said south right-of-way line of Chandler Road, bears S 21°14'36" E for a distance of 201.88 feet;

THENCE, with the south boundary line of said 44.465 acre Williamson County, Texas tract, said north boundary line of the 11.45 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road, the following six (6) courses and distances:

1. With a curve to the left an arc length of **921.33 feet**, said curve having a radius of **8637.00 feet**, a delta angle of **6°06'43"** and a chord which bears **S 57°59'35" W** for a distance of **920.90 feet** to an iron rod found with aluminum cap marked "Williamson County R.O.W." monumenting the end of this curve, being 136.75 feet left of Chandler Road Engineer's Baseline Station 394+35.99;

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- 2. **S 54°57'12" W** for a distance of **335.78 feet** to an iron rod found with aluminum cap marked "Williamson County R.O.W.", being 136.74 feet left of Chandler Road Engineer's Baseline Station 391+00.21;
- 3. **N 34°32'52" W** for a distance of **10.51 feet** to an iron rod found with aluminum cap marked "Williamson County R.O.W.", being 147.24 feet left of Chandler Road Engineer's Baseline Station 391+00.30;
- 4. **S 54°52'42" W** for a distance of **300.13 feet** to an iron rod found with aluminum cap marked "Williamson County R.O.W.", being 146.84 feet left of Chandler Road Engineer's Baseline Station 388+00.17;
- 5. **N 34°48'20" W** for a distance of **10.37 feet** to an iron rod found with aluminum cap marked "Williamson County R.O.W.", being 157.21 feet left of Chandler Road Engineer's Baseline Station 388+00.21;
- 6. **S 54°53'11" W** for a distance of **250.00 feet** to the **POINT OF BEGINNING** hereof and containing 3.827 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

◇ DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100

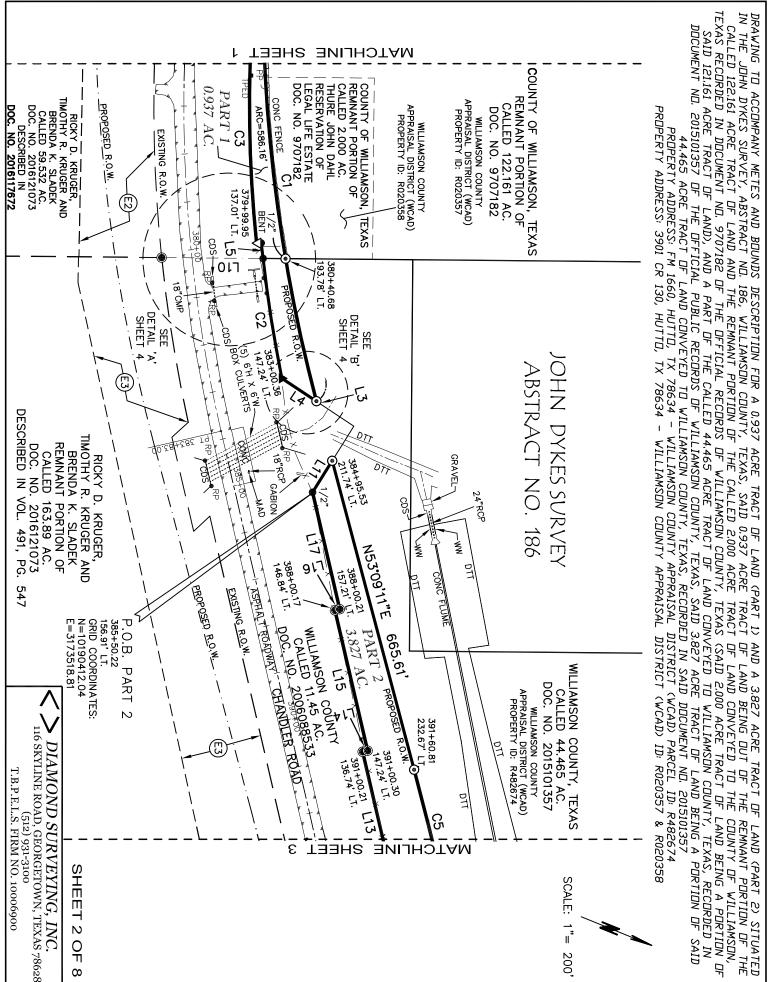
T.B.P.E.L.S. FIRM NUMBER 10006900

April 9, 2024

SHANE SHAFER, R.P.L.S. NO. 5281

DATE

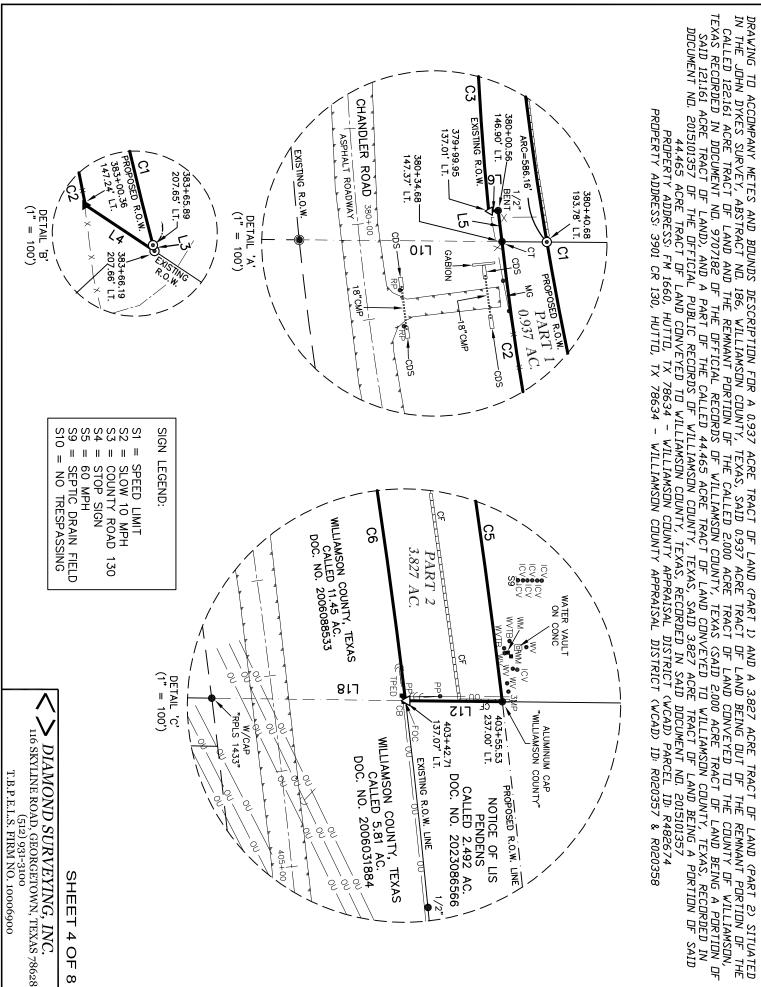
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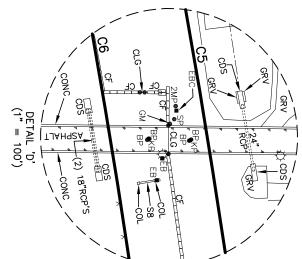
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.937 ACRE TRACT OF LAND (PART 1) AND A 3.827 ACRE TRACT OF LAND (PART 2) SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, SAID 0.937 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF THE CALLED 2.000 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF WILLIAMSON, TEXAS RECORDED IN DOCUMENT NO. 9707182 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (SAID 2.000 ACRE TRACT OF LAND BEING A PORTION OF SAID 121.161 ACRE TRACT OF LAND), AND A PART OF THE CALLED 44.465 ACRE TRACT OF LAND COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2015101357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.827 ACRE TRACT OF LAND BEING A PORTION OF SAID 44.465 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, SAID 3.827 ACRE TRACT OF LAND BEING A PORTION OF SAID PROPERTY ADDRESS: FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R482674 PROPERTY ADDRESS: 3901 CR 130, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) ID: R020357 & R020358

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TABLE



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(2) 18"RCP'S ETAIL 'D' = 100')	BPKB EB COL	24. CRV
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EASEMENT LEGEND

(E) EASEMENT AND RIGHT-OF-WAY TRACT A - CALLED 0.962 AC. DOC. NO. 2009074213 ONCOR ELECTRIC DELIVERY COMPANY LLC

ONCOR ELECTRIC DELIVERY
COMPANY LLC
COMPANY LLC
ASSEMENT AND RIGHT-OF-WAY
TRACT B - CALLED 2.711 AC.
DOC. NO. 2009074213

(E2)

CURVE

ARC LENGTH

CURVE TABLE DELTA ANGLE

CHORD BEARING

CHORD LENGTH 887.24

437.82

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252.55

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S57.59'35"W N57'09'14"E S69.47.57.W S66.37,02,M S59°06'01"W N60'49'22"E

920.90

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8637.00 8737.00 8637.00 2863.00 2853.00 3325.00 RADIUS

> (E) ONCOR ELECTRIC DELIVERY
> COMPANY LLC
> EASEMENT AND RIGHT-OF-WAY
> CALLED 8.785 AC. DOC. NO. 2009042106

SHEET 5 QF ω

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628 DIAMOND SURVEYING, INC.

T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.937 ACRE TRACT OF LAND (PART 1) AND A 3.827 ACRE TRACT OF LAND (PART 2) SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, SAID 0.937 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF THE CALLED 2.000 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF WILLIAMSON, TEXAS RECORDED IN DOCUMENT NO. 9707182 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (SAID 2.000 ACRE TRACT OF LAND BEING A PORTION OF SAID 121.161 ACRE TRACT OF LAND), AND A PART OF THE CALLED 44.465 ACRE TRACT OF LAND COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2015101357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.827 ACRE TRACT OF LAND BEING A PORTION OF SAID 44.465 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, SAID 3.827 ACRE TRACT OF LAND BEING A PORTION OF SAID PROPERTY ADDRESS: FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R482674 PROPERTY ADDRESS: 3901 CR 130, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) ID: R020357 & R020358

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2" METAL POST ON CONCRETE	GATE MOTOR	KEY PAD — CARD READER	BOLLARD POST	SOLAR PANEL ON METAL POST	LCRA TRANSMISSION LINE TOWER	UNDERGROUND TELEPHONE MARKER	COMMUNICATIONS BOX	TELEPHONE JUNCTION BOX	WATER METER	IRRIGATION CONTROL VALVE	WATER VALVE ON CONCRETE	FIRE HYDRANT	WATER VALVE/TEST BOLT ON CONCRETE	3" METAL PIPE — POSSIBLE VENT PIPE	CALCULA IEU POINT	MARKED "WILLIAMSON COUNTY"	IRON ROD SET WITH ALUMINUM CAP	MARKED "WILLIAMSON COUNTY R.O.W."	PK NAIL FOUND	MARKED "COALIER LEXAS RULS"	IRON ROD FOUND WITH CAP	MARKED "JS COALTER"	IRON ROD FOLIND WITH CAP	MARKED "DIAMOND SURVEYING"			LEGEND
P.O.B. POINT OF BEGINNING	P.O.C. POINT OF COMMENCEMENT	DTT DITCH TOP	GRV GRAVEL	CMP CORRUGATED METAL PIPE	RCP REINFORCED CONCRETE PIPE	CONC CONCRETE	CONCRETE	COL STONE COLUMN	CHAIN	MAD METAL AREA DRAIN			CONCRETE FENCE (CF)			RIGHT-OF-WAY RECORD DEED LINE		OU OVERHEAD UTILITY LINE	•GSP 4" METAL GATE SUPPORT POST	⊕S1 SIGN	■EBC ELECTRIC BOX ON CONCRETE	■EBEM ELECTRIC BOX AND ELECTRIC METER OF METAL POLE	■EB ELECTRIC BOX	C DOWN GUY	•PP POWER POLE	TRAFFIC SIGNAL POLE	⇔ LIGHT POLE



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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.937 ACRE TRACT OF LAND (PART 1) AND A 3.827 ACRE TRACT OF LAND (PART 2) SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, SAID 0.937 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF THE CALLED 2.000 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF WILLIAMSON, TEXAS RECORDED IN DOCUMENT NO. 9707182 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (SAID 2.000 ACRE TRACT OF LAND BEING A PORTION OF SAID 121.161 ACRE TRACT OF LAND, AND A PART OF THE CALLED 44.465 ACRE TRACT OF LAND COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2015101357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.827 ACRE TRACT OF LAND BEING A PORTION OF SAID 44.465 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, SAID 3.827 ACRE TRACT OF LAND BEING A PORTION OF SAID PROPERTY ADDRESS: FM 1660, HOTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R482674 PROPERTY ADDRESS: 3901 CR 130, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) ID: R020357 & R020358

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2301649, which bears an Effective Date April 3, 2023 and an Issued Date of April 12, 2023 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Guy and Anchorage Easement dated May 11, 1936, executed by Escar Dahl to Texas Power & Light Company, recorded in Volume 279, Page 483, Deed Records, Williamson County, Texas. Unable to determine the exact location of said easement due to a vague description. The westerly portion of Part 1 is a part of the Escar Dahl tract which is described as containing 123.23 acres in Volume 203, Page 232, Deed Records, Williamson County, Texas.

10b. Right of Way Easement dated June 17, 1936, executed by Oscar Dahl and Hilda Dahl to Texas Power & Light Company, recorded in Volume 282, Page 441, Deed Records, Williamson County, Texas. Not a part of Part 1 or Part 2.

10c. Easement dated February 7, 1939, executed by Oscar Dahl and Hilda Dahl to Texas Power & Light Company, recorded in Volume 296, Page 485, Deed Records, Williamson County, Texas. Not a part of Part 1 or Part 2.

10d. Lease for coal, lignite oil, gas or other minerals, together with all rights incident thereto, recorded in Volume 325, Page 374 of the Deed Records of Williamson County, Texas. Not a survey matter.

10e. Easement dated June 14, 1955, executed by W. L. Reinhardt to Texas Power & Light Company, recorded in Volume 409, Page 188, Deed Records, Williamson County, Texas. Not a part of Part 1 or Part 2.

10f. Right of Way Easement dated October 6, 1972, executed by Oscar Dahl Estate to Jonah Water Supply Corp., recorded in Volume 563, Page 508, Deed Records, Williamson County, Texas. Unable to determine the exact location of said easement due to a vague description. The westerly portion of Part 1 is a part of the Oscar Dahl tract which is described as containing 123.23 acres in Volume 203, Page 232, Deed Records, Williamson County, Texas, Said instrument states: "The easement hereby granted shall not exceed 15 in width, the center line thereof to be located across said land as follows: From southwest corner to intersection of Farm to Market Road ______"

10g. Easement and Right of Way dated June 24, 2008, executed by Williamson County to Oncor Electric Delivery Company, LLC, recorded under Document No. 2008056971, Official Public Records, Williamson County, Texas. Not a part of Part 1 or Part 2.

10h. Easement and Right of Way dated September 16, 2009, executed by Williamson County to Oncor Electric Delivery Company, LLC, recorded under Document No. 2009074213, Official Public Records, Williamson County, Texas. Not a part of Part 1 or Part 2, however Easement Tracts A and B described in said instrument are shown hereon.

10. Easement dated September 27, 1949, executed by Richard Kruger to Texas Power & Light Company, recorded in Volume 361, Page 142, Deed Records, Williamson County, Texas. Unable to determine the exact location of said easement due to a vague description.

10j. Right of Way Easement dated June 28, 1972, executed by Richard Kruger and Frances Kruger to Jonah Water Supply Corp, recorded in Volume 563, Page 688, Deed Records, Williamson County, Texas. The easterly portion of Part 1 and all of Part 2 are a part of the Richard Kruger tract described in Volume 491, Page 547 referenced in said Volume 563, Page 688.

10k. Easement and Right of Way dated May 22, 2009, executed by Frances Marie Kruger et al to Oncor Electric Delivery Company, LLC, recorded under Document No. 2009042106, Official Public Records, Williamson County, Texas. Not a part of Part 1 or Part 2, however is shown hereon.

SHEET 7 OF

A DIAMOND SURVEYING, INC.116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB___2020 ROAD AND BRIDGE CONTRACT AND PROJECTS__2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101__FINAL LAND TITLE SURVEYS ROW\CHANDLER CORRIDOR WILLIAMSON COUNTY ROW PARCELS PT 1 AND PT 2 LTS 20240409.dwg

2020 ROAD AND BRIDGE CONTRACT AND PROJECTS_2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101_FINAL LAND TITLE SURVEYS ROW\CHANDLER CORRIDOR WILLIAMSON COUNTY ROW PARCELS PT 1 AND PT 2 LTS 20240409.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.937 ACRE TRACT OF LAND (PART 1) AND A 3.827 ACRE TRACT OF LAND (PART 2) SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, SAID 0.937 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF THE CALLED 2.000 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF WILLIAMSON, TEXAS RECORDED IN DOCUMENT NO. 9707182 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (SAID 2.000 ACRE TRACT OF LAND BEING A PORTION OF SAID 121.161 ACRE TRACT OF LAND), AND A PART OF THE CALLED 44.465 ACRE TRACT OF LAND COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2015101357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.827 ACRE TRACT OF LAND BEING A PORTION OF SAID 44.465 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, SAID 3.827 ACRE TRACT OF LAND BEING A PORTION OF SAID PROPERTY ADDRESS: FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R482674 PROPERTY ADDRESS: 3901 CR 130, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) ID: R020357 & R020358

GENERAL NOTES

DFFICE OF THE COUNTY CLERK OF ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE WILLIAMSON COUNTY,

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STA: PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE FACTOR OF 1.00012. DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT (4203) STATE

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491CO510F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

AS PROVIDED TO THE SURVEYOR BY HNTB ON AUGUST 8, 4) THE CHANDLER ROAD PROJECT BASELINE SHOWN HEREON

To: Williamson County, Texan Title Insurance Company and Longhorn Title Company, LLC exclusively.

for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards this drawing represents a survey made on the ground under my direct supervision completed on April 5, 2024. At the time of this survey there were no encroachments, conflicts or protrusions Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



SHEET 8 QF

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116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628 DIAMOND SURVEYING, INC. T.B.P.E.L.S. FIRM NO. 10006900

SHANE SHAFER,

R.P.L.S.

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6 NO. / 528

April 9,

2024

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Bagdad Rd./CR 279 PEC Easement Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

58.

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Crestway Storage and Parking, LLC for a PEC electric easement totaling 0.1512 AC and required for the Bagdad Rd. at CR 279 project (Parcel 19E). Funding Source: Road Bonds P343

Background

Fiscal Impact

Erom/To	A a at No	Description	Amount
From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 12:49 PM

Form Started By: Charlie Crossfield Started On: 07/11/2024 08:35 AM Final Approval Date: 07/11/2024

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246 Phone 512-738-8725 (D) • fax 512-255-8986

adam@scrrlaw.com

July 2, 2024

Crestway Storage & Parking, LLC Attn: Jim Comeaux 12400 State Highway, 71 STE 350-383 Bee Caves, Texas 78738

Re:

Williamson County — County Road 279

Improvements Parcel 19E

Dear Mr. Comeaux:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent aerial electric easement by Williamson County, Texas ("County") in and across portions of the property owned by Crestway Storage & Parking, LLC ("Owner") as part of the County's proposed County Road 279 roadway and utility system upgrade and extension improvements ("Project").

By execution of this letter, the parties agree as follows:

- 1. In return for Owner's delivery to County of a fully executed and acknowledged easement ("Easement") in and to a 0.1512-acre tract of land (Parcel 19E), free and clear of any monetary liens and such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, and as part of the proposed construction of improvements to County Road 279 upon the Property, the County 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 according to the specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Agreement Seller shall allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph. The foregoing obligations shall survive the closing of this transaction.
- 2. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title ("Title Company") within thirty (30) days after full execution of this Agreement, or at another date and time agreed to between the parties.

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 County in completion of this transaction. The County shall be responsible for all 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 joinder, consent, or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after July 31, 2024, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed facility improvement construction project of County.

To the extent allowed by law County, its agents, and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to Owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by this Agreement to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing 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,

/s/ Adam Hill

Adam H. Hill Sheets & Crossfield, PLLC

[signature pages follow]

A	Gŀ	Œ	ĽD

James Comeaux (Jul 10, 2024 16:15 CDT) CRESTWAY STORAGE & PARKING, LLC
Date: Jul 10, 2024
ACCEPTED AND AGREED:
WILLIAMSON COUNTY, TEXAS
By:Bill Gravell, Jr., County Judge
Date:

Exhibit "A"

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS	§ § K	NOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§ N	NOW ALL MEN DI THESE I RESERVIS.
That CRESTWAY STORAGE AND PARKIN (\$1.00) in hand paid by Williamson County, Texas does grant, sell, and convey unto PEDERNALES easement and right-of-way as hereinafter descr consisting of a variable number of wires, and all made of wood, metal or other materials, telephon over, across and upon the following described land	s, has g SELECTION IN THE SECOND IN T	cranted, sold, and conveyed and by these presents CTRIC COOPERATIVE, INC. ("Grantee") and or the purpose of an electric distribution lines sary or desirable appurtenances (including poles cable television wires, props, guys, and anchors)
All of that certain 0.1512-acre (6,586 sq. Abstract No. 233, Williamson County, Tebounds in Exhibit "A" attached hereto and	xas; be	ing more fully described by metes and
With guying easements as needed, together with lands to or from said right-of-way for the purpose hanging new wire on, maintaining, and removin right to use such adjacent lands shall only be per easement area from a public right of way; the right and right-of-way; the right to remove from said which endanger or may interfere with the efficience	e of cog said mitted to rel	nstructing, reconstructing, inspecting, patrolling, lines and appurtenances; provided however the if there is no reasonably available access to the locate the lines within the limits of said easement all trees and parts thereof, or other obstructions
Grantor warrants that Grantor is the owner of said	proper	ty and has the right to execute this easement.
TO HAVE AND TO HOLD the above-described assigns, until said easement and rights shall be reli		-
Grantor, Grantor's heirs, and legal representative defend all and singular the above-described easen against every person whomsoever lawfully claims or under Grantor, but not otherwise.	nent an	d rights unto Grantee, its successors and assigns
WITNESS my hand this day of		, 20

[signature page follows]

GRANTOR:	
CRESTWAY STORAGE AND PARKING, LLC	
By:	
Name:	
Title:	
THE STATE OF TEXAS	
COUNTY OF WILLIAMSON	
BEFORE ME, the undersigned authoring, known to me to be foregoing instrument and acknowledged that they execute therein expressed. GIVEN UNDER MY HAND AND SEAL OF OF 20	be the person whose name is subscribed to the ted the same for the purposes and consideration
	ry Public in and for
	State of Texas
PREPARED IN THE OFFICE OF:	
Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664	
AFTER RECORDING RETURN TO:	
Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664	

County:

Williamson

Parcel:

19E - Crestway Storage & Parking, LLC

Highway:

Bagdad Rd (CR 279)

EXHIBIT A PROPERTY DESCRIPTION

Page 1 of 4

Rev: 06-27-24

DESCRIPTION OF A 0.1512 ACRE (6,586 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.01 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO CRESTWAY STORAGE & PARKING, LLC RECORDED IN DOCUMENT NO. 2022031813 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1512 ACRE (6,586 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with plastic cap stamped "3DS" found, being an angle point in the northerly boundary line of said remainder of the 10.01 acre tract, same point being in the southerly boundary line of the remainder of that called 95 acre tract (Third Tract) of land 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 a Deed recorded in Volume 295, Pages 4-6 of the Deed Records of Williamson County, Texas;

THENCE, S 75°44′50" W, with the common boundary line of said remainder of the 10.01 acre tract, and said remainder of the 95 acre tract, for a distance of 934.97 feet to a calculated point 97.93 feet right of Bagdad Road Baseline Station 269+20.81 in the existing easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,071.50 E=3,059,949.98), for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, through the interior of said remainder of the 10.01 acre tract,, the following five (5) courses:

- 1) S 01°56'41" E, for a distance of 148.88 feet to a calculated angle point;
- 2) S 88°42'57" E, for a distance of 121.53 feet to a calculated angle point;
- 3) S 05°11'17" E, for a distance of 20.13 feet to a calculated angle point;
- 4) N 88°42'57" W, for a distance of 122.67 feet to a calculated angle point;
- 5) **S 01°57'23"** E, for a distance of **197.79** feet to a calculated point in the southerly boundary line of said remainder of the 10.01 acre tract, same being the northerly boundary line of the remainder of that called 10.01 acre tract of land described in a General Warranty Deed to Copper Ridge Investments, Inc. recorded in Document No. 2021000125 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;
- 6) THENCE, S 78°06'24" W, with the common boundary line of said remainder of the 10.01 acre Copper Ridge tract and of said remainder of the 10.01 acre Crestway Storage & Parking tract, for a distance of 7.26 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 94.14 feet right of Bagdad Road Baseline Station 265+52.79 on said existing easterly ROW line of C.R. 279 (Bagdad Road), being the southeasterly corner of that called 0.232 acre tract of land described in a Deed to Williamson County recorded in Document No. 2023038205 said Official Public Records, and the northeasterly corner of that called 0.307 acre tract of land described in a Deed to Williamson County recorded in Document No. 2024029720 said Official Public Records, and the southwesterly corner of said remainder of the 10.01 acre Crestway Storage & Parking tract, and the

County:

Williamson

Parcel:

19E - Crestway Storage & Parking, LLC

Highway:

Bagdad Rd (CR 279)

northwesterly corner of said remainder of the 10.01 acre Copper Ridge tract, for the southwesterly corner of the herein described parcel;

Page 2 of 4

Rev: 06-27-24

- 7) THENCE, N 03°15'36" W, with said existing easterly ROW line of C.R. 279 (Bagdad Road) and the westerly boundary line of said remainder of the 10.01 acre Crestway Storage & Parking tract, for a distance of 364.68 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.49 feet right of Bagdad Road Baseline Station 269+17.29, being the northwesterly corner of said remainder of the 10.01 acre Crestway Storage & Parking tract, and the northeasterly corner of said 0.232 acre tract, same point being in the southerly boundary line of said remainder of the 95 acre tract, for the northwesterly corner of the herein described parcel;
- 8) THENCE, N 75°44'50" E, departing said existing easterly ROW line of C.R. 279 (Bagdad Road), with the common boundary line of said remainder of the 10.01 acre Crestway Storage & Parking tract and said remainder of the 95 acre tract, for a distance of 15.84 feet to the POINT OF BEGINNING, containing 0.1512 acre (6,586 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface Combined Adjustment Factor of 1.00014.

This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Michael A. Croftcheck, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between the months of June 2020 to December 2021, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Michael A. Croftcheck, R.P.L.S. Texas Reg. No. 7102

Must pres

1504 Chisholm Trail Rd #103

Round Rock, Tx 78681

TBPELS Firm No. 10059100 Project No: WILCO-003 MICHAEL A. CROFTCHECK

07-01-2024

	INLAND
	GEODETICS
	PROFESSIONAL LAND SURVEYORS
\/	1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681
LY	PH. (512) 238-1200, FAX (512) 238-1251

PARKING, LLC

COUNTY **SCALE PROJECT** BAGDAD ROAD WILLIAMSON = 100

PARCEL 19E

PAGE 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION LEGEND

1/2" IRON ROD FOUND UNLESS NOTED

1/2" IRON ROD FOUND W/PLASTIC CAP 0

• 1/2" IRON PIPE FOUND UNLESS NOTED

A 60/D NAIL FOUND IN FENCE POST

Δ CALCULATED POINT

IRON ROD W/ ALUMINUM CAP 0 STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)

PROPERTY LINE) RECORD INFORMATION (

LINE BREAK

DENOTES COMMON OWNERSHIP P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

N. T. S. NOT TO SCALE

D.R.W.C.T. DEED RECORDS

WILLIAMSON COUNTY, TEXAS

OFFICIAL RECORDS O. R. W. C. T.

WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXA O. P. R. W. C. T.

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00014.

2) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165872, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 05, 2022, ISSUE DATE AUGUST 15,

RESTRICTIVE COVENANTS: DOCUMENT NO. 2003117201, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT

(10)2. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 415, PAGE 568, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

- 3. A COMMUNICATION LINES AND CIRCUITS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 544, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- 4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2002065468, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- A WATER DISTRIBUTION LINES EASEMENT GRANTED TO LIBERTY HILL WATER SUPPLY CORP. AS DESCRIBED IN DOCUMENT NO. 2002096471, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- 6. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2020047657, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE I OCATED.
- 9. TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2012098072, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN, AND AS FURTHER AFFECTED BY DOCUMENT NO. 2012098073, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I, MICHAEL A. CROFTCHECK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN THE MONTHS OF JUNE 2020 TO DECEMBER 2021, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933

INLAND GEODETICS

07-01-2024

MICHAEL A. CROFTCHECK REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7102

INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK. TEXAS 78681

PARCEL PLAT SHOWING PROPERTY OF

MICHAEL A. CROFTCHECK

SURVE

CRESTWAY STORAGE & PARKING, LLC

PARCEL 19E

WILCO-003

REV: 06/26/2024

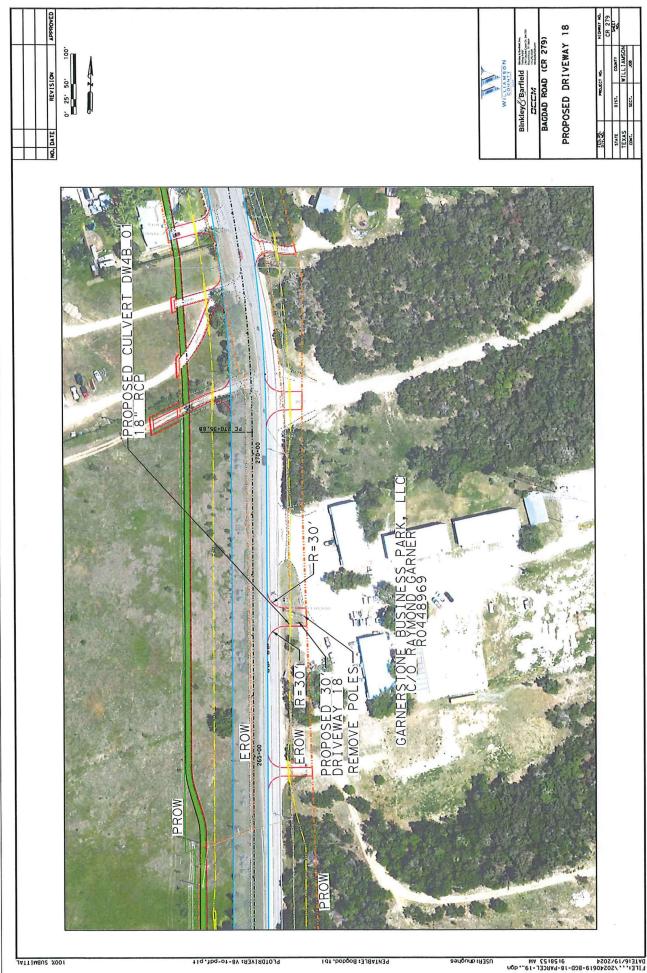
SCALE = 100

PROJECT BAGDAD ROAD

COUNTY WILLIAMSON

PAGE 4 OF 4

INLAND **GEODETICS** PROFESSIONAL LAND SURVEYOR 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00



20240619-BGD-18-PARCEL-19 .den 6/19/2024 10:00:05 AM

CRESTWAY(19)-- Letter Agreement for CR279 PEC esmt (self-supporting pole + driveway replacement) (AH 7.2.24) 4889-6160-2761 v.4

Final Audit Report

2024-07-10

Created:

2024-07-10

Ву:

Lisa Dworaczyk (lisad@scrrlaw.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAmym3Sansk1IDY8LkNPYnsIANZnWYXqqB

"CRESTWAY(19)-- Letter Agreement for CR279 PEC esmt (self-supporting pole + driveway replacement) (AH 7.2.24) 4889-6160 -2761 v.4" History

- Document created by Lisa Dworaczyk (lisad@scrrlaw.com) 2024-07-10 7:58:13 PM GMT
- Document emailed to jimfcomeaux@gmail.com for signature 2024-07-10 7:58:50 PM GMT
- Email viewed by jimfcomeaux@gmail.com 2024-07-10 9:05:45 PM GMT
- Signer jimfcomeaux@gmail.com entered name at signing as James Comeaux 2024-07-10 9:15:01 PM GMT
- Document e-signed by James Comeaux (jimfcomeaux@gmail.com)
 Signature Date: 2024-07-10 9:15:03 PM GMT Time Source: server
- Agreement completed.2024-07-10 9:15:03 PM GMT

Meeting Date: 07/16/2024 Mediated Settlement Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Mediated Settlement Agreement with the estate of Irma Diaz regarding the County Road 176 project. Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/11/2024 12:00 PM

Form Started By: Charlie Crossfield Started On: 07/10/2024 03:47 PM Final Approval Date: 07/11/2024

CAUSE NO. 18-1382-CC3

WILLIAMSON COUNTY, TEXAS	§	IN THE COUNTY COURT
Condemnor	§	
	§	
V.	§	AT LAW NUMBER THREE
	§	
IRMA DIAZ	§	
Condemnee	Ş	WILLIAMSON COUNTY, TEXAS

MEDIATED SETTLEMENT AGREEMENT

Today the undersigned parties mediated this case and agreed to settle all of the issues in dispute between them. After consulting with their attorneys, who were present at the mediation, the parties and their attorneys now sign this document to memorialize the terms of their agreement in accordance with § 154.071 of the Texas Civil Practice & Remedies Code and Rule 11 of the Texas Rules of Civil Procedure.

THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.

The parties, Williamson County, Texas and Irma Diaz (now the estate of Irma Diaz) agree to settle the contested issues in litigation where Williamson County, Texas shall pay a total sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for condemnation of the subject property. The payment of \$125,000.00 is for any and all claims that have been brought, or could have been brought for the condemnation of the subject property. Each party responsible for their own attorney fees.

This Agreement is subject to full Williamson County Commissioner's Court approval.

AGREED and SIGNED on July 8, 2024.

Plaintiff:

Williamson County, Texas

Signed by attorney on behalf of client, Williamson County.

Plaintiff's Attorney:

Erik Cardinell

Sheets & Crossfield, P.C.

309 East Main Street

Round Rock, Texas 78664

Williamson County

Erik Cardinell

Bill Gravell Jr. County Judge

Defendant: Irma Diaz/Estate of Irma Diaz

Defendant's Attorney:

Mary Sanchez

EVERTSON & SANCHEZ, P.C.

2107 Payne Avenue

Austin, Texas 78757

Mary Sanchez

Executor for the Estate of Irma Diaz

Thomas OD in & III

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Agreement with PEC for replacement easements

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

60.

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for the Acquisition of Replacement Electric Easements and Use of the Power of Eminent Domain by Williamson County for Portions of the Proposed Bagdad road @ CR 279 Construction Project. 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 07/11/2024 11:57 AM

Form Started By: Charlie Crossfield Started On: 07/11/2024 08:38 AM Final Approval Date: 07/11/2024

AGREEMENT FOR THE ACQUISITION OF REPLACEMENT ELECTRIC EASEMENTS AND USE OF THE POWER OF EMINENT DOMAIN BY WILLIAMSON COUNTY FOR PORTIONS OF THE PROPOSED BAGDAD ROAD @ CR279 CONSTRUCTION PROJECT

WHEREAS, the County is and has been in the process of designing improvements to and realignment of portions of Bagdad Road from South of CR 281 to North of the San Gabriel River, the approximate location and alignment being shown on Exhibit "A", attached hereto (the "County Project"); and

WHEREAS, the County desires to specify its procedures for completing acquisition of the public or private real property ("Property") required for construction of the County Project which will necessitate the adjustment, replacement, removal, and/or relocation of certain facilities of Utility ("Relocation Project"). NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE COUNTY AND UTILITY HEREBY AGREE AS FOLLOWS:

Section 1. Replacement Easement Acquisition. The County acknowledges that the County Project affects the location of existing electric utility facilities of the Utility. The County agrees to acquire at its own expense all necessary Property required for the Relocation Project the locations of which are as shown in the final Utility plans and/or parcel identification exhibit as identified on Exhibit "B" hereto and are approved by County for acquisition, or unless otherwise identified as having Prior Rights below.

Section 1.1. Prior Rights for Future Relocations. Should a future County Project expansion or modification by the County or its successors require the relocation of the Utility system improvements previously relocated by this Agreement at the locations identified as "Prior Rights in Right of Way" on

Exhibit "B" hereto, the County shall at its own expense be responsible for all costs associated with said relocation, including the acquisition of new easements, if necessary. The obligations of this Section shall survive any termination or completion of this Agreement, and upon request of either party the County and Utility shall execute a separate agreement in a form mutually agreeable to both parties which further acknowledges and documents this obligation.

Section 2. To the extent that the County is unable to obtain all necessary Property for its County Project by purchase, the County may obtain such necessary Property including replacement easements for the Relocation Project by use of the County's power of eminent domain in the County's name as Condemnor, if necessary, without further action by the Utility. The Utility acknowledges that County may exercise its power of eminent domain in accordance with state law in connection with the County Project and the Relocation Project to the extent that it is unable to purchase such Property.

Section 3. The form of the replacement easements for the Property shall be as shown in Exhibit "C" attached hereto, subject to any modifications or revisions approved by Utility. Any completed replacement easements not otherwise acquired in the name of the Utility shall be assigned by the County to the Utility prior to the Utility commencing the construction of the Relocation Project for any such phase.

Section 4. It is the intent of the County and Utility that this Agreement acknowledges the County's use of its power of condemnation, if necessary, for all property interests required to complete the construction and maintenance of the County Project, the Relocation Project and the County's associated public purposes. If it is later determined that there are any errors in the descriptions contained herein, or if later surveys contain more accurate revised descriptions, the County is authorized to have such errors corrected or revisions made without the necessity of obtaining a new or amended agreement consenting to the use of the power of eminent domain by the County to acquire the Property.

Section 5. The recitations of provisions set forth in the preamble of this Agreement are adopted and made a part of the body of this Agreement. This Agreement is subject to the terms and shall be incorporated into and become a part of, any subsequent Standard Utility Agreement which may be entered into by the parties concerning the County Project and/or the Relocation Project upon agreement of the parties.

Section 6. General provisions pertaining to the Agreement:

- **6.1 Entire Agreement**. This Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between Utility and County, regarding the subject matter hereof.
- **6.2 Amendment**. This Agreement may only be amended by written agreement between Utility and County.
- **6.3 Interpretation**; **Counterparts**. Each party has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.
- **6.4 Governing Law.** This Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.
- **6.5 Waivers**. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- **6.6 Survival.** Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Agreement.
- **6.7 Assignment and Delegation.** No party may assign any of its rights under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.

6.8	Severability. If any term or provision of this Agreement is determined to be invalid,
	void, or unenforceable, the remaining terms and provisions of this Agreement shall, to the
	extent reasonable and practicable, continue in full force and effect.

[Remainder of page intentionally left blank]

EXECUTED TO BE EFFECTIVE this day of	_, 2024.
UTILITY:	
PEDERNALES ELECTRIC COOPERATIVE, INC.	
By: Julian Whiteland	
Title: Regional Operations Director	
Date: 7/9/24	
COUNTY:	
WILLIAMSON COUNTY, TEXAS	
By:Bill Gravell, Jr., County Judge	

Date:____

EXHIBIT "A" County Project alignment exhibit follows this page

EXHIBIT "A"

SHEET NO. INDEX OF SHEETS TITLE SHEET DESCRIPTION

WILLIAMSON COUNTY

ROADWAY BAGDAD ROAD SIDE STREETS

CLASSIFICATION ARTERIAL LOCAL

DESIGN SPEED 45 MPH VARIES

HIGHWAY NUMBER: BAGDAD ROAD EXISTING ADT - 2,753 VPD (2019) ADT (DESIGN YEAR) - 4,858 (2042) DISTRIBUTION (D) - 56%

SUBMITTAL 100%

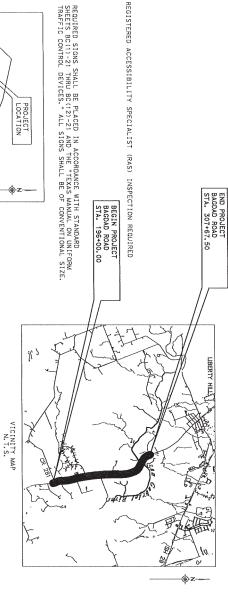
BAGDAD ROAD

Williamson County Project No. IFB XXXX-XXX PRECINCT NUMBER 2

NET LENGTH OF ROADWAY * 10408.5 FT (1.971 MILES)
NET LENGTH OF BRIDGE * 759 FT (0.144 MILES)
NET LENGTH OF PROJECT * 11167.5 FT (2.115 MILES)

NORTH OF THE SAN GABRIEL RIVER

GRADING, BASE, ASPHALT PAVEMENT, BRIDGE STRUCTURES, CULVERTS, DITCHES, WATER OUALITY BAPS, SIGNING, AND PAVEMENT MARKINGS.





EXCEPTIONS: NONE EQUATIONS: NONE RAILROAD CROSSINGS: NONE

(N)

4

(2)

PROJECT LOCATION

91

PREPARED BY:
BINKLEY & BARFIELD INC. (DESIGN CONSULTANT)

DAVID CALABUIG, P.E. PROJECT MANAGER

TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADDRED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

WILLIAMSON COUNTY - N.T.S

3/29/2023





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APPROVED BY: WILLIAMSON COUNTY

BILL GRAVELL, JR. WILLIAMSON COUNTY JUDGE DATE

APPROVED BY: WILLIAMSON COUNTY

WILLIAMSON COUNTY COMMISSIONER, PRECINCT 2 CYNTHIA LONG DATE

APPROVED BY: HNTB CORPORATION

RICHARD L RIDINGS, PE ROAD BOND MANAGEMENT TEAM

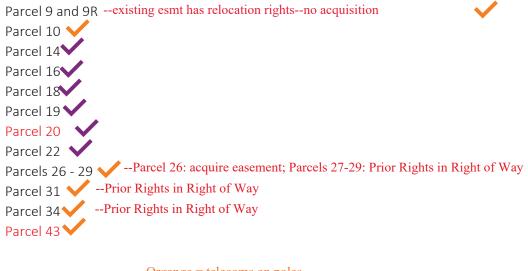
DATE

EXHIBIT "B"

Replacement easement Property + Prior Rights in Right of Way parcel location exhibit follows this page

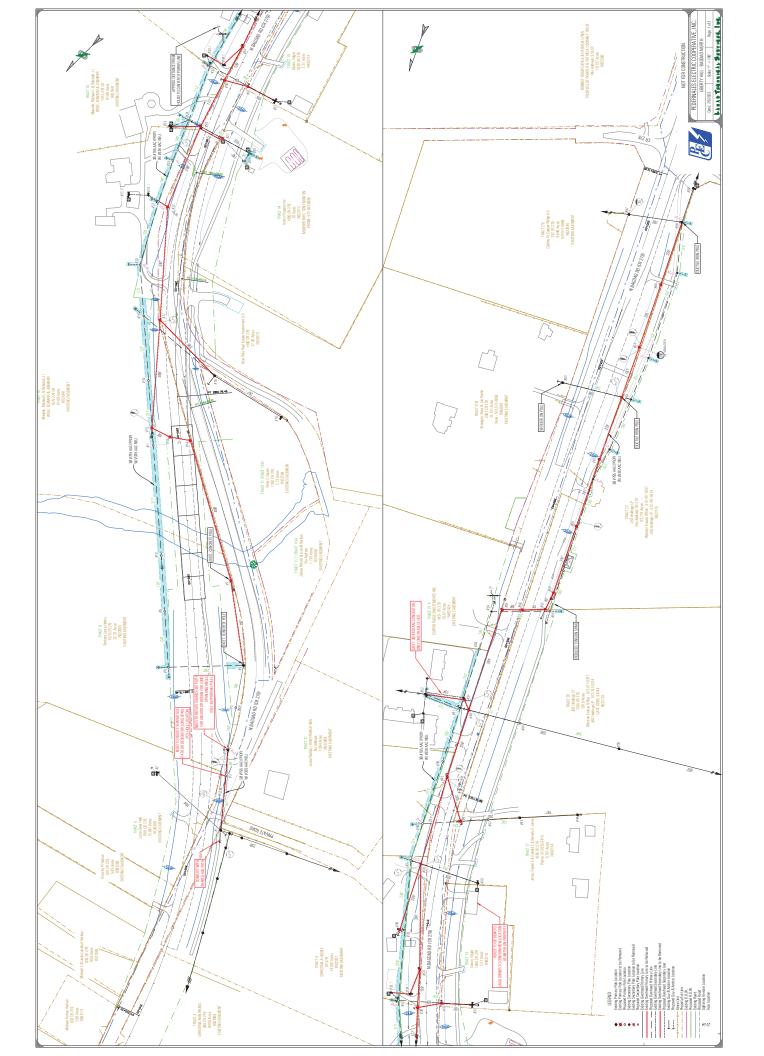
EXHIBIT "B"

Parcels needing replacement easements:



Organge = telecoms on poles

 $Purple = NO \ telecoms \ on \ poles$



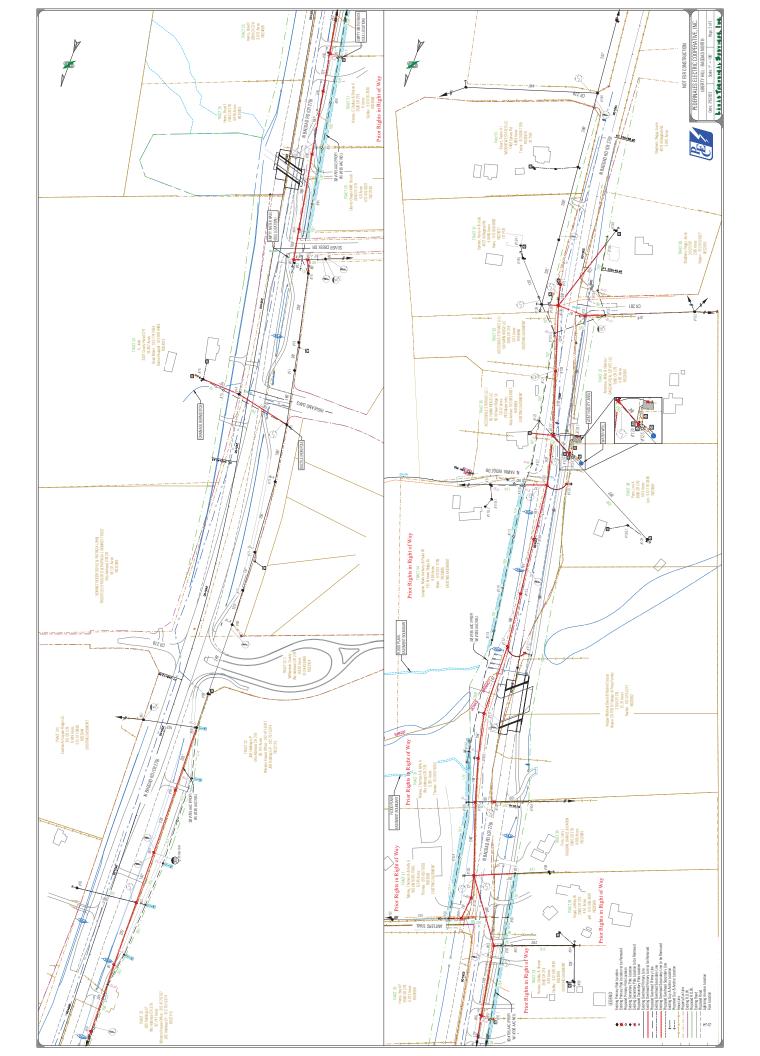


EXHIBIT "C" Replacement easement form exhibit follows this page

EXHIBIT "C" ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS	§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§ KINOW ALE MEN BI THESE TRESERVIS.
hand paid by Williamson County, Texas, has gragrant, sell, and convey unto PEDERNALES E easement and right-of-way as hereinafter descriconsisting of variable number of wires, and all r	for and in consideration of ONE DOLLAR (\$1.00) in anted, sold, and conveyed and by these presents does LECTRIC COOPERATIVE, INC. ("Grantee") an bed for the purpose of an electric distribution line necessary or desirable appurtenances (including poles e and cable television wires, props, guys, and anchors) is located in Williamson County, Texas, to-wit:
All of that certain acre (Survey, Abstract No, Williamson Cometes and bounds in Exhibit "A", attached l	square foot) tract in theounty, Texas; being more fully described by hereto and incorporated herein (Parcel
lands to or from said right-of-way for the purpose hanging new wire on, maintaining and removing sa to use such adjacent lands shall only be permitt easement area from a public right of way; the right	the right of ingress and egress over Grantor's adjacent of constructing, reconstructing, inspecting, patrolling, and lines and appurtenances; provided however the right ted if there is no reasonably available access to the to relocate the lines within the limits of said easement ands all trees and parts thereof, or other obstructions y of said lines or their appurtenances.
Grantor warrants that Grantor is the owner of said p	property and has the right to execute this easement.
TO HAVE AND TO HOLD the above described eassigns, until said easement and rights shall be relir	asement and rights unto Grantee and its successors and equished.
defend all and singular the above described easeme	s do hereby bind themselves to warrant and forever ent and rights unto Grantee, its successors and assigns, ag or to claim the same or any part thereof by, through
WITNESS my hand this day of _	
[signature	page follows]
Isignature	puse jouowsj

	GRANTOR:
	(Printed Corporate or Business Name)
	By:
	Its:
	(Signature)
THE STATE OF TEXAS	
COUNTY OF	
BEFORE ME, the undersigned a	authority, on this day personally appeared ne to be the person whose name is subscribed to the
foregoing instrument and acknowledged that they therein expressed.	ne to be the person whose name is subscribed to the executed the same for the purposes and consideration
GIVEN UNDER MY HAND AND SEAL (OF OFFICE this day of
, 20	
	Notary Public in and for The State of Texas

Please Return to:

Commissioners Court - Regular Session

Meeting Date: 07/16/2024 CR 314 Purchase Contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

61.

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Isabel Gonzalez to acquire 0.0380 AC required for the widening of CR 314. Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 07/12/2024 08:50 AM

Form Started By: Charlie Crossfield Started On: 07/11/2024 08:57 AM Final Approval Date: 07/12/2024

REAL ESTATE CONTRACT

CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ISABEL GONZALEZ** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY**, **TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.0380-acre (1,657 square foot) tract of land, out of and situated in the ISAAC Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (**Parcel 44**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A" shall be the sum of ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED FORTY and 00/100 Dollars (\$169,940.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

- 4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:
- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.
 - 4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before August 1, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A," all free and clear of any and all monetary liens and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
 - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.
- (2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.
- (3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
 - (a) The boundary and survey exceptions shall be deleted.
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
 - (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
 - (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
 - (1) Owner's Title Policy and survey to be paid for by Purchaser.
 - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
 - (3) All other closing costs shall be paid by the Purchaser.
 - (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 1, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:	
Isabel Gonzalez	Address: 801 CR 3141 Jarrell 7x 765
Date: 07-09-24	
PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr. County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626

Date:

04/02/2024 Page 1 of 4

County: Williamson Parcel:

44, Isabel Gonzalez Highway: County Road 314

EXHIBIT PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0380 ACRE (1.657 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, SPHERE SUBDIVISION ONE, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2017092687, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED TO ISABEL GONZALEZ IN DOCUMENT NO. 2016043264, SAID OFFICIAL PUBLIC RECORDS, SAID 0.0380 ACRE (1,657 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCEING at a 1/2 inch iron rod found at an ell corner of the existing northerly right of way (ROW) line of County Road 314 (C.R. 314)(variable ROW width), said point being the southwesterly corner of that called 81.949 acre tract of land described in General Warranty Deed to Pale Rider, LP, recorded in Document No. 2019091043, said Official Public Records, same point being the southeasterly corner of that called 0.33 acre ROW Dedication depicted in said SPHERE SUBDIVISION ONE plat;

THENCE, N 21°30'46" W, with the westerly boundary line of said 81.949 acre tract, said line being the easterly boundary line of said 0.33 acre ROW dedication, same line being said northerly existing ROW line, a distance of 25.96 feet to a calculated point (Grid coordinates determined as N=10,262,583.92, E=3,152,171.42), being 68.00 feet left of Engineer's baseline station 66+14.71, said point being the southeasterly corner of said Lot 2, for the southeasterly corner and POINT OF BEGINNING of the herein described parcel;

- 1) THENCE, S 68°18'37" W with said existing northerly ROW line, said line being the northerly boundary line of said 0.33 acre ROW dedication, same line being the southerly boundary line of said Lot 2, a distance of 280.98 feet to a calculated point being the southeasterly corner of Lot 1 of said SPHERE SUBDIVISION ONE, same point being the southwesterly corner of said Lot 2, for the southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "TLS" found being the southwesterly corner of said Lot 1 bears S 68°18'37" W, a distance of 180.00 feet;
- 2) **THENCE, N 21°32'31" W** departing said existing northerly ROW line, with the common boundary line of said Lot 1 and said Lot 2, a distance of 9.19 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 63+33.66, on the proposed northerly ROW line of C.R. 314 (variable ROW width), for the northwesterly corner of the herein described parcel;
- 3) THENCE, N 69°39'10" E, with said proposed northerly ROW line, over and across said Lot 2, a distance of 281.04 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 66+14.71, on the common boundary line of said 81.949 acre tract and said Lot 2, for the northeasterly corner of the herein described parcel;

County: Williamson 44, Isabel 6

44, Isabel Gonzalez Highway: County Road 314

4) THENCE S 21°30'46" E, departing said proposed northerly ROW line, with said common boundary line of the 81,949 acre tract and Lot 2, a distance of 2.60 feet to the POINT OF BEGINNING, and containing an area of 0.0380 acres (1,657 square feet) of land, more or less;

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

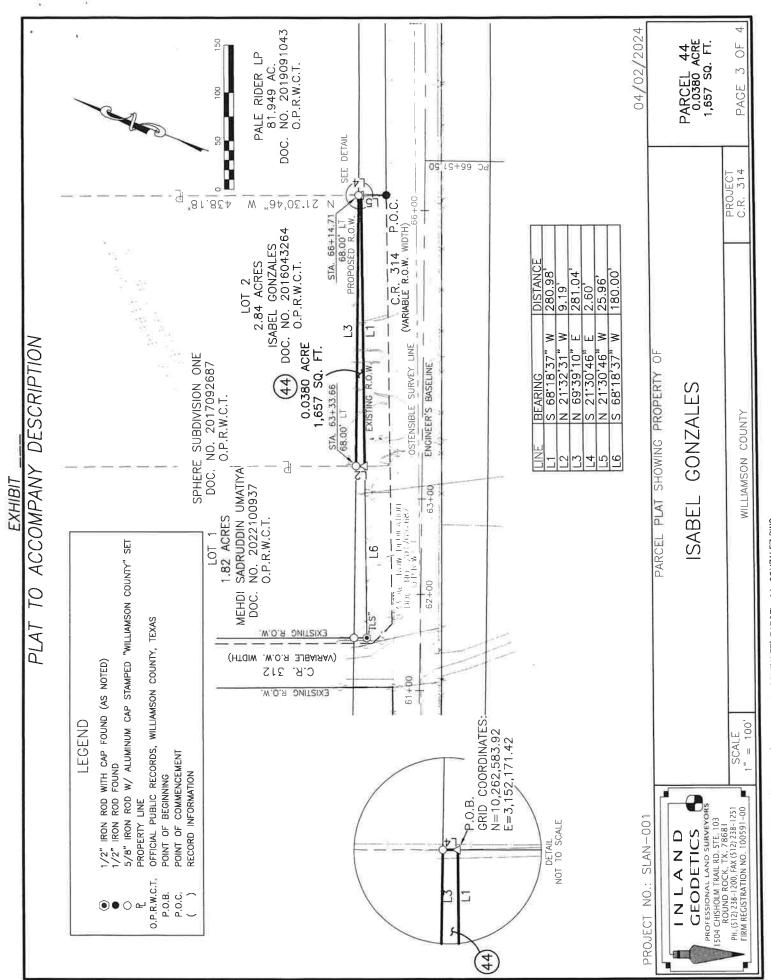
PRELIMINA

This document shall not be recorded for any purpose and shall not be used or viewed or Miguel A. Escobar, L.S.L.S., R.P.L.S. relied upon as a final survey document.

04/02/2024

Texas Registration No. 5630 1504 Chisholm Trail Road, Suite 103 Round Rock, TX 78681 TBPELS Firm No. 10059100 Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL 44 GONZALEZ.doc



S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 44-GONZALEZ\PARCEL 44 GONZALEZ.DWG

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NADB3 (2011), COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S., SURVEY FEET, ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S., SURVEY FEET BASED ON A SURFACE—TO—GRID COMBINED ADJUSTMENT FACTOR OF 0,99985232. 7
- THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE. 2)
- LOCATIONS SHOWN HEREON, ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES. FOR BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE UTILITIES/STRUCTURES MAY VARY FROM OF UNDERGROUND OF UTILITIES, LOCATIONS 3)
- THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED. 4
- THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT. 2
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE NOR A TITLE COMMITMENT OR TITLE POLICY, THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY. 9

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BEIWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALF. ISIS RPIS NO ADDRESSION OF THE OFFICE OFF

INLAND GEODETICS

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Inland Geodetics

04/02/2024

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

PROJECT NO :: SLAN-001

PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200 EAV. PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00 ONVIN

5

WING PROPERTY OF

GONZALES SABEL

WILLIAMSON COUNTY

PARCEL 44 0.0380 AC. 1,657 SQ. FT. PARCEL PAGE C.R. 314 PROJECT

4 OF

03/28/2024

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 44-GONZALEZ\PARCEL 44 GONZALEZ.DWG

Parcel 44

<u>**DEED**</u> County Road 314 Right of Wav

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

888

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ISABEL GONZALEZ, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.0380-acre (1,657 square foot) tract of land, out of and situated in the ISAAC Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (**Parcel 44**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of ______, 2024.

[signature page follows]

GRANTOR:	
ISABEL GONZALEZ	
	ACKNOWLEDGMENT
STATE OF TEXAS	§
COUNTY OF	§ § §
This instrument was acknown 2024 by Isabel Gonzalez in the cap	wledged before me on this the day of, pacity and for the purposes and consideration recited therein. Notary Public, State of Texas
	OF: Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664
	Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626
	N TO: Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664

4 9 3

Meeting Date: 07/16/2024

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 the 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 CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- 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 E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- I) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Corridor K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- 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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox County Judge Exec Asst. **Reviewed By**

Date

Becky Pruitt

07/11/2024 12:06 PM

Form Started By: Charlie Crossfield Final Approval Date: 07/11/2024

Started On: 07/10/2024 03:49 PM

Commissioners Court - Regular Session

Meeting Date: 07/16/2024

Economic Development

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

63.

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
- d) Project Lunch Lady

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 07/11/2024 12:07 PM

Form Started By: Charlie Crossfield Started On: 07/10/2024 03:50 PM

Final Approval Date: 07/11/2024