

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Joe Bland Construction, L.P.
2. Change Order Work Limits: Sta. 41+51.63 to Sta. 69+26.38
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 4B (3 Max. - In order of importance - Primary first)

Project: 22IFB141

Roadway: CR 258 Extension

CSJ
Number: _____

5. Describe the work being revised:

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

6. Work to be performed in accordance with Items: _____
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>11-1-22</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Andrew Batten</u></p> <p>Typed/Printed Title <u>PM</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$0.00</u></p>
--	---

RECOMMENDED FOR EXECUTION:

[Signature] 11/1/2022
Project Manager Date

[Signature] 11/2/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

[Signature] Nov 11, 2022
Bill Gravell (Nov 11, 2022 08:47 CST)

Outside Agency Title, Outside Agency Date
☐ APPROVED

County Judge Date
☐ APPROVED

Project # 22IFB141

CHANGE ORDER NUMBER: 1

[illegible]

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
	There are no items to be added by this Change Order.								
TOTALS					\$0.00			\$0.00	\$0.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**CR 258 Extension
Williamson County Project No. 22IFB141**

**Change Order No. 1
Reason for Change**

This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy, commercial auto liability (Auto Liability) insurance policy, performance bonds, payment bonds and maintenance bonds. Adding the City to the Contractor's insurance is in the terms and conditions of the Interlocal Agreement between the City and Williamson County dated October 11, 2022.

Refer to the attached Interlocal Agreement (Construction of Project, Pg. 2, Section 2.06), City of Georgetown (the "City") must be named on the above policies prior to entering the property.

This Change Order does not change the Contract amount. The original Contract amount is \$5,836,754.36. To date no changes have been made to the original contract amount and no time has been added.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

**INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO RELOCATION OF GEORGETOWN WATER LINE IMPROVEMENTS
ALONG COUNTY ROAD 258**

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 the City of Georgetown, Texas, a Texas municipal corporation (the “City”) and Williamson County, a political subdivision of the State of Texas (the “County”). In this Agreement, the City and the County are sometimes individually referred to as “a Party” and collectively referred to as “the Parties”.

WHEREAS, the County is and has been in the process of making road improvements to County Road 258 between US 183 to 500ft east of Sunset Ridge (the “County Project”); and

WHEREAS, the proposed CR 258 roadway improvements include the widening of the right-of-way into an easement in which the City’s water system improvements (the “Waterline”) are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the Waterline (the “City Project”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the roadway improvements and the Waterline Relocation; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the County’s relocation and construction of the Waterline required by the County Project, based on the terms and conditions as stated herein.

1.02 Relocation of Waterline. The County will relocate the Waterline based on the terms and conditions stated herein.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing City customers and will not result in the permanent loss of water service to any such customers.

II. CONSTRUCTION OF CITY PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the City Project.

2.02 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding, project management and all other costs related to the City Project. The City Project will be bid and constructed concurrently with the County Project.

2.03 Construction Plans The County has submitted the plans and specifications related to the City Project to the City. A copy of the plans are attached hereto as Exhibit "A." Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.04 Inspection and Maintenance. County shall notify the City in writing five days prior to commencement of construction of the Waterline. The City may inspect the Waterline during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City. After acceptance, the City shall own and operate the waterline.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the City Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the City Project in amounts satisfactory to the City. The County shall transfer any warranties for the City Project to the City upon final completion and acceptance of the project.

2.07 Prior Rights. The City's Waterline will be relocated from its current alignment within the existing City easements to a new location within the CR 258 right-of-way. Concurrent with this Agreement, both parties shall execute an amendment to the easement(s) as identified in Exhibit "B" (Effected Easement(s)), in a form substantially similar to Exhibit "C", which shall amend the easement area(s) of the Effective Easement(s) to correspond with location of the line location as approved per section 2.03. The City shall retain all of the same rights in the area within the right of way limits as the City had in the easement prior to the relocation of Waterline.

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 will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

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 agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

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 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

4.03 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the City Project and acceptance of the public improvements by Georgetown.

4.04 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.

4.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

4.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravel, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

4.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF GEORGETOWN, TEXAS

By: Josh Schroeder, Mayor

ATTEST:

Approved as to form:

By: Robyn Densmore
Robyn Densmore City Secretary

By: Skye Masson
Skye Masson, City Attorney


THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 11 day of October, 2022, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.



Karen Frost
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

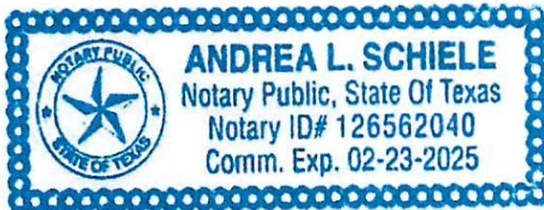
By: 
William Gravell, Jr., County Judge

ATTEST:

By: 
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 27th day of
October, 2022, by William Gravell, Jr., County Judge of Williamson County, Texas, on
behalf of said County.




Notary Public, State of Texas