

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 21, 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 – 18)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$113,866.00
To	0100-0409-004711	Non Dept/Tax Appraisal Dist.	\$113,866.00

4. Discuss, consider and take appropriate action on a line item transfer for Emergency Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0583-004100	Professional Services	\$1,500.00
To	0100-0583-004231	Travel	\$1,500.00

5. Discuss, consider and take appropriate action on a line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	7,000.00
To	0100.0576.003006	Office Equipment	1,000.00
To	0100.0576.003102	Safety Supplies	1,000.00
To	0100.0576.005003	Equipment > \$5,000.00	5,000.00

6. 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	\$51,900.00
To	0100.0509.004100	Professional Services	\$51,900.00
From	0100.0509.003005	Office Furniture	\$5,485.94
From	0100.0509.005003	Equipment > \$5,000	\$23,400.42
From	0100.0509.005700	Vehicles	\$30,014.96
To	0100.0509.004510	Facility Maint & Repair	\$58,901.32

7. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
8. Discuss, consider, and take appropriate action on approving property tax collections for the month of April 2024 for the Williamson County Tax Assessor/Collector.
9. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, April 2024 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
10. Discuss, consider and take appropriate action on approving the purchase agreement #2024201 between Williamson County and Yooz, Inc. for Custom PowerPost Development for a total of \$1,500.00 and authorize the execution of the agreement.
11. Discuss, consider, and take appropriate action on approving the purchase #2024200 for the third bulk order for FY24 for budgeted computers and equipment between Dell Technologies, Inc. and Williamson County for a total not-to-exceed amount of \$136,035.71, pursuant to the DIR contract #DIR-TSO-3763.
12. Discuss, consider, and take appropriate action on awarding IFB #24IFB45, Jail Medical Supplies, split on a per item basis, to two (2) responsive bidders: Pacific Star Corporation and Trifecta Equipment, LLC.
13. Discuss, consider, and take appropriate action on approving a request from the Williamson County Children's Advocacy Center, Inc. to construct and install improvements to the Leased Premises located at 1811 SE Inner Loop, Georgetown, TX 78626 to serve as outdoor play and therapy space.

14. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Contract Mowing Services for County Right of Way, under IFB #24IFB56.
15. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Ronald Reagan Boulevard Widening, under IFB #24IFB57. Funding source is P336.
16. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for East Wilco Hwy Segment 2 Phase 1, under IFB #24IFB59. Funding source is P392.
17. Discuss, consider and take appropriate action on Supplemental Work Authorization No 7 to Work Authorization No 4 under Williamson County Contract between Cobb Fenley & Associates, Inc and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007.
18. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$9,900.00 to expire August 31, 2024 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for Chandler Corridor Segment 1 (SH 130 to CR 101). Funding source: P457.

REGULAR AGENDA

19. Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 19-25, 2024 as Emergency Medical Services Week.
20. Discuss, consider and take appropriate action regarding the engagement of The Law Office of Randy T. Leavitt to provide legal representation and consulting services to Williamson County, its officials and employees in relation to civil, administrative and other legal matters; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
21. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 2 for design services between Williamson County and The Lawrence Group of Architects of Austin, Inc. relating to EMS Medic 42 (P602) New Building.
22. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	\$615,554.63

23. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Facilities Department in the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facility Repairs	\$615,554.63

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.002050	Workers Comp	\$462,112.64
To	0100.0509.004510	Facility Repairs	\$462,112.64

25. Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024198, between Williamson County and Cotton Commercial USA, Inc. DBA Target Solutions, for hail damage re-roofs for the following locations: Round Rock A, B, Texas Avenue, Round Rock Jester and Public Safety buildings for Facilities Management, in the amount of \$1,094,906.90, pursuant to Cooperative Contract – TIPS – Contract Number 21060302 and authorize execution of the agreement.
26. Discuss, consider, and take appropriate action on approving a 2015 CO transfer to move \$47,378.21 from P356 (2015 CO Non-Departmental) to P540 (Jail Magistrate). Also, to move \$16,068 from P356 (2015 Non-departmental) to P587 (Historic Courthouse Repairs).
27. Discuss, consider, and take appropriate action on approving a 2021 CIP transfer to close P515 (Justice Center Remodel) and move the remaining funds of \$25,837.25 to P540 (Jail Magistrate). Also, to move \$126,784.54 from P544 (JJC-Door, Intercom, and Camera) to P540 (Jail Magistrate).
28. Discuss, consider, and take appropriate action on approving a 2022 CIP transfer to close P573 (SOTC Perimeter wall and fence) and move the remaining funds of 10,765 to P576 (2022 CIP Non-departmental).
29. Discuss, consider, and take appropriate action on approving a 2023 CIP transfer to close P574 (SOTC Bullet Trap) and move the remaining funds of \$258 to P617 (2023 CIP Non-departmental).
30. Receive the May 2024 Construction Summary Report and PowerPoint Presentation.
31. Discuss, consider, and take appropriate action on the County's Atlas 14 Study Update.
32. Discuss, consider, and take appropriate action on awarding IFB #24IFB37 Cross Culverts Replacements Phase 2 FY24 to Adams Materials and Excavation LLC in the not-to-exceed amount of \$1,068,210.00 and authorize execution of the Agreement.

33. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$179,590.00 to expire on December 31, 2026 under Williamson County Contract for Engineering Services between Doucet & Associates and Williamson County dated July 16, 2019 for Wilco Site Detention and Water Quality Pond. Funding source: P519.
34. Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Doucet & Associates, Inc. and Williamson County dated July 16, 2019 for Smith Branch Flood Control and Drainage. Funding source: P519.
35. Discuss, consider and take appropriate action on approving a variance request to the Williamson County OSSF Order for Lots 6 and 7, Block A, of the Cove Phase 2 subdivision – Precinct 4.
36. Discuss, consider, and take appropriate action regarding the Utility Agreement with Manville Water for utility relocations on the CR 129 Project, a Road Bond Project in Commissioner Precinct 4. P:375.
37. Discuss, consider and take appropriate action on a TXDOT Resolution for an Advanced Funding Agreement for the RM 2243 Realignment project. Funding Source: Road Bond, P326.
38. Discuss, consider and take appropriate action on an Advance Funding Agreement for the RM 2243 Realignment project in Williamson County. Funding Source: Road Bonds P326
39. Discuss, consider and take appropriate action on a right of entry agreement with Colin Strong, Independent executor of the Estate of Jon Strong, Linda I. Strong and Michael Alan Strong for survey needs on the CR 143 project. Funding Source: LTP P457
40. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.042 acres, 2.820 acres, 3.715 acres, 28.707 acres, 0.233 acres and 0.152 acres) required for the construction of Hero Way. (JNK Properties 1, Ltd./ Parcels 316, 321, 330 and 335) Funding Source: TANS P588
41. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.344 acres) required for the construction of CR 313. (ATC 313 Pro, LLC./ Parcel 1) Funding Source: LTP P457

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)."

- 42.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property: CR 332
- b) Discuss the acquisition of real property for County Facilities.
- c) Discuss the acquisition of real property for CR 255.
- d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- e) Discuss the acquisition of real property for Corridor H
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for Corridor C.
- i) Discuss the acquisition of right-of-way for Corridor F.
- j) Discuss the acquisition of right-of-way for Corridor D.
- k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- l) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- m) Discuss the acquisition of drainage/detention easements for real property North of

WMCO Juvenile Detention Center

- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
- p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- q) Discuss the acquisition of right of way for CR 314.
- r) Discuss acquisition of right of way for Corridor J.
- s) Discuss the acquisition of real property for Southwestern Blvd.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way and potential litigation settlement for CR 245.
- v) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas

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

- 43.** 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

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

a. General:

- 1. Litigation or claims or potential litigation or claims against the County or by the County
- 2. Status Update-Pending Cases or Claims
- 3. Employee/personnel related matters
- 4. Other confidential attorney-client matters, including contracts and certain matters related to

county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
8. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
9. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
11. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
12. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas
13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
16. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
18. 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. Adrienne 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 480th 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.

45. 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).
46. 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).
47. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

48. Discuss and take appropriate action concerning economic development.
49. Discuss and take appropriate action concerning real estate.
50. 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:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District

Court of Williamson County, Texas

6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

7. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas

8. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas

9. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas

10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas

11. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

12. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas

13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

15. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

16. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

17. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division

18. 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. Adrienne 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 480th 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.

51. 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.

52. Comments from Commissioners.

- 53.** Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 16th day of May 2024 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 05/21/2024

Line Item Transfer

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The WCAD does not have levy amounts from all entities until typically mid to late November and cannot give the County their pro rata share of the budget until then. Therefore, each year we budget for the Tax Appraisal District line item by adding an increase of approximately 7% over prior year amounts. Additional monies were specifically placed in contingencies to cover any shortage. This transfer will cover the quarterly payments for the remainder of FY24.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$113,866.00
To	0100-0409-004711	Non Dept/Tax Appraisal Dist.	\$113,866.00

Attachments

No file(s) attached.

Form Review**Inbox**

Budget Office

County Judge Exec Asst. (Originator)

Budget Office

Form Started By: Andrea Schiele

Final Approval Date: 05/16/2024

Reviewed By

Saira Hernandez

Becky Pruitt

Saira Hernandez

Date

05/15/2024 08:06 AM

05/15/2024 03:01 PM

05/16/2024 09:47 AM

Started On: 05/14/2024 04:06 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 05/21/2024

Line Item Transfer for Emergency Services

Submitted For: Bill Zito**Submitted By:** Damaris Morales, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This is a line item transfer to provide additional funds for travel, which is used to reimburse for mileage.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0583-004100	Professional Services	\$1,500.00
To	0100-0583-004231	Travel	\$1,500.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Damaris Morales

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

05/16/2024 08:39 AM

05/16/2024 09:45 AM

Started On: 05/15/2024 02:59 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 05/21/2024

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Juvenile Services is requesting a line item transfer of \$7,000.00 from Residential Services to fund unforeseen expenses that have arisen. These funds will be used to purchase standing desks for employees (\$1,000.00), humane restraints to provide added safety and security for youth and staff (\$1,000.00), and to replace the industrial ice maker in the kitchen which is no longer working and can not be repaired (\$5,000.00).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	7,000.00
To	0100.0576.003006	Office Equipment	1,000.00
To	0100.0576.003102	Safety Supplies	1,000.00
To	0100.0576.005003	Equipment > \$5,000.00	5,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Denise Carlson

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

05/15/2024 03:02 PM

05/16/2024 09:45 AM

Started On: 05/15/2024 09:27 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/21/2024

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Facilities Management**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 Professional Services and Facility Maintenance & Repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	\$51,900.00
To	0100.0509.004100	Professional Services	\$51,900.00
From	0100.0509.003005	Office Furniture	\$5,485.94
From	0100.0509.005003	Equipment > \$5,000	\$23,400.42
From	0100.0509.005700	Vehicles	\$30,014.96
To	0100.0509.004510	Facility Maint & Repair	\$58,901.32

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/14/2024

Reviewed By

Becky Pruitt

Date

05/14/2024 12:27 PM

Started On: 05/13/2024 03:04 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 05/21/2024

Compensation Items

Submitted By: Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Merit Report

Merit LIT

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kayla Marek
Final Approval Date: 05/16/2024

Reviewed By

Rebecca Clemons
Becky Pruitt

Date

05/15/2024 04:18 PM
05/16/2024 08:38 AM
Started On: 05/15/2024 02:57 PM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
District Attorney	DA First Assistant.0054.001100.	14076	\$175,181.76	\$0.52	0.0003	\$175,182.28	-	MERIT	24-May-24
Wilco Pretrial Services	Pretrial Officer.1960.001100.	16766	\$49,120.32	\$1,473.62	3.0000	\$50,593.94	-	MERIT	24-May-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0440	001100	0.52	
01	0100	0440	001130		0.52
01	0100	0591	001100	1,473.62	
01	0100	0591	001130		1,473.62

Commissioners Court - Regular Session**8.****Meeting Date:** 05/21/2024

Property Tax Collections – April 2024

Submitted For: Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax collections for the month of April 2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

040124-043024 GWI-RFM

040124-043024 GWI-RFM graph

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 05/15/2024

Reviewed By

Becky Pruitt

Date

05/15/2024 03:03 PM

Started On: 05/15/2024 11:01 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
April 30, 2024

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	\$403,525,495.47	(\$1,435,692.91)	\$402,089,802.56	\$924,344.89	\$114,402.96	\$2.93	\$6,802,716.04	\$395,287,086.52	98.31%	98.45%	98.51%
2022 & Prior	\$3,194,048.95	(\$1,550,359.82)	\$1,643,689.13	(\$81,787.69)	\$21,532.25	\$2,462.01	\$2,262,058.87	(\$618,369.74)	-37.62%	-25.87%	
Rollbacks	\$181,596.33	\$556,463.88	\$738,060.21	\$32,574.73	\$1,650.58	\$0.00	\$74,524.71	\$663,535.50	89.90%	90.73%	
Total All	\$406,901,140.75	(\$2,429,588.85)	\$404,471,551.90	\$875,131.93	\$137,585.79	\$2,464.94	\$9,139,299.62	\$395,332,252.28	97.74%	97.93%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	\$54,524,654.28	(\$143,869.00)	\$54,380,785.28	\$131,493.12	\$15,390.45	\$0.92	\$890,546.65	\$53,490,238.63	98.36%	98.51%	98.57%
2022 & Prior	\$323,679.16	(\$152,195.11)	\$171,484.05	(\$5,455.71)	\$2,326.83	\$247.16	\$224,162.40	(\$52,678.35)	-30.72%	-19.13%	
Rollbacks	\$18,172.81	\$55,629.10	\$73,801.91	\$3,415.84	\$170.95	\$0.00	\$7,544.15	\$66,257.76	89.78%	90.61%	
Total All	\$54,866,506.25	(\$240,435.01)	\$54,626,071.24	\$129,453.25	\$17,888.23	\$248.08	\$1,122,253.20	\$53,503,818.04	97.95%	98.13%	

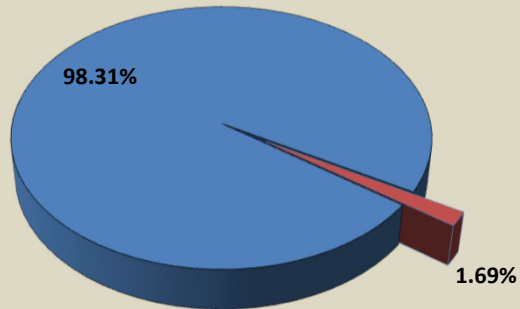
2023 COMBINED MONTHLY BREAKDOWN

Oct-23	\$461,767,647.00	\$241,640.03	\$462,009,287.03	\$6,172,280.07	\$62,789.21	\$870.55	\$455,836,136.41	\$6,173,150.62			
Nov-23	\$462,009,287.03	(\$446,296.74)	\$461,562,990.29	\$19,998,907.39	\$29,954.25	\$3,454.10	\$435,387,478.18	\$26,175,512.11			
Dec-23	\$461,562,990.29	(\$748,752.80)	\$460,814,237.49	\$237,059,106.00	\$31,084.46	\$230.69	\$197,579,388.69	\$263,234,848.80			
Jan-24	\$460,814,237.49	(\$429,437.96)	\$460,384,799.53	\$173,462,601.19	\$25,578.31	\$2,223.81	\$23,685,125.73	\$436,699,673.80			
Feb-24	\$460,384,799.53	(\$358,815.82)	\$460,025,983.71	\$8,303,827.40	\$363,668.65	(\$169,533.86)	\$15,192,016.37	\$444,833,967.34			
Mar-24	\$460,025,983.71	(\$552,782.67)	\$459,473,201.04	\$2,994,744.09	\$214,641.45	\$60.69	\$11,644,428.92	\$447,828,772.12			
Apr-24	\$459,473,201.04	(\$375,577.90)	\$459,097,623.14	\$1,004,585.18	\$155,474.02	\$2,713.02	\$10,261,552.82	\$448,836,070.32			

Year to Date Collection Report Thru April 2024

■ YTD Collected ■ YTD Uncollected

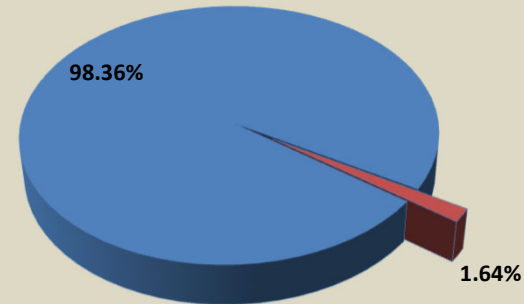
GW



Year to Date Collection Report Thru April 2024

■ YTD Collected ■ YTD Uncollected

RFM



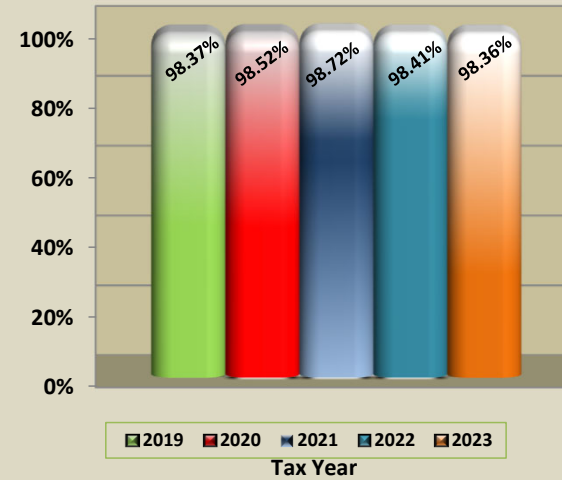
Percent of Roll Collected Comparison 2019-2023

GW



Percent of Roll Collected Comparison 2019-2023

RFM



Commissioners Court - Regular Session

9.

Meeting Date: 05/21/2024

Justice of the Peace 3 APRIL 2024 Monthly Report

Submitted For: Evelyn McLean

Submitted By: Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, April 2024 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

April 2024 - CCP 103

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 05/14/2024

Reviewed By

Becky Pruitt

Date

05/14/2024 12:24 PM

Started On: 05/10/2024 09:17 AM

**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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of April 2024.

Evelyn McLean

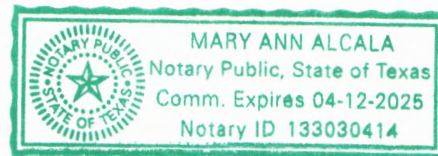
**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**



On this 6th day of May 2024, to certify which witness my hand and seal of office.

Mary Ann Alcala

**NOTARY PUBLIC
in and for the State of Texas**



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	149.50
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	200.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	8,960.00
0100 - General Fund Total:		9,309.50
Fee Totals for All Funds:		9,309.50

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	25.00	3	0.00	0	0.00	0	25.00	3
CCOP	Civil Copies	7.50	6	0.00	0	0.00	0	7.50	6
CONT3	Constable Service Fee Pct #3	5,760.00	57	0.00	0	0.00	0	5,760.00	57
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	80.00	16	0.00	0	0.00	0	80.00	16
WSF1	Constable #1 - Writ Service Fee	200.00	1	0.00	0	0.00	0	200.00	1
WSF3	Constable #3 - Writ Service Fee	3,200.00	16	0.00	0	0.00	0	3,200.00	16
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		9,309.50	102	0.00	0	0.00	0	9,309.50	102

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024
Locations: JP3

Case Categories: Criminal

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	8,139.66
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	482.80
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.02
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	660.96
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	11,531.47
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	2.30
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	885.45
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	84,449.49
0100 - General Fund Total:		106,152.15
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	159.29
0361 - JP Security Fund Total:		159.29
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	50.00
0365 - Child Safety Fund Total:		50.00
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	192.32
0367 - JP-3 Truancy Program Fund Total:		192.32
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	159.34
0372 - Justice Court Technology Fund Total:		159.34

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	74.40
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,593.02
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	159.34
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	237.67
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	110.44
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	1.80
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	295.04
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	78.39
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	270.95
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	447.67
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	899.29
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	185.88
0399 - State Agency Fund Total:		4,353.89
Fee Totals for All Funds:		111,066.99

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	3.63	2	0.00	0	0.00	0	3.63	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	97.31	27	0.00	0	0.00	0	97.31	27
AFSCPD	Arrest Fee - Southwestern Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	99.49	27	0.00	0	0.00	0	99.49	27
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,593.02	57	0.00	0	0.00	0	1,593.02	57
CFINE	County Fine	84,449.49	729	0.00	0	0.00	0	84,449.49	729
CHS	Courthouse Security Fee (CCP 102.017)	119.47	57	0.00	0	0.00	0	119.47	57
CHSJC	JP Security Fee (CCP 102.017)	39.82	57	0.00	0	0.00	0	39.82	57
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.82	2	0.00	0	0.00	0	0.82	2
COLLFEE	Collection Agency Fee	8,139.66	135	0.00	0	0.00	0	8,139.66	135
COPIES	Certified Copies	5.75	1	0.00	0	0.00	0	5.75	1
COPY	Copies	3.00	2	0.00	0	0.00	0	3.00	2
CRFEEOVER	Criminal Overpayment Fee	0.02	2	0.00	0	0.00	0	0.02	2
CSFF	Child Safety Fee (CCP 102.014(d))	80.00	4	0.00	0	0.00	0	80.00	4
CSSF	Child Safety School Fee (CCP 102.014(c))	50.00	2	0.00	0	0.00	0	50.00	2
DDF	Deferred Disposition Fee	11,370.00	84	0.00	0	0.00	0	11,370.00	84
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	9.90	1	0.00	0	0.00	0	9.90	1
FNTC1	Child Safety Seat Fine Trauma Center	270.95	5	0.00	0	0.00	0	270.95	5
IDF	Indigent Defense Fee (LGC 133.107)	78.39	56	0.00	0	0.00	0	78.39	56
JCTF	Justice Court Technology Fee (CCP 102.0173)	159.34	57	0.00	0	0.00	0	159.34	57
JFR	Jury Reimbursement Fee (CCP 102.0045)	159.34	57	0.00	0	0.00	0	159.34	57
JTP	Juvenile Truancy Program (CCP 102.0174)	192.32	55	0.00	0	0.00	0	192.32	55
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	37.20	53	0.00	0	0.00	0	37.20	53
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	37.20	53	0.00	0	0.00	0	37.20	53
JUSFC	Judicial Support Fund - County (LGC 133.105)	23.06	55	0.00	0	0.00	0	23.06	55
JUSFS	Judicial Support Fund - State (LGC 133.105)	213.79	57	0.00	0	0.00	0	213.79	57
MVF	Moving Violation Fee (CCP 102.022)	1.80	27	0.00	0	0.00	0	1.80	27
OMNI	OMNI Fee	89.54	21	0.00	0	0.00	0	89.54	21
OMNIC	OMNI Fee - County	59.70	21	0.00	0	0.00	0	59.70	21
OMNIS	OMNI Fee - State	298.43	21	0.00	0	0.00	0	298.43	21

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFC2	Service/Arrest Fee - Const. 2	2.30	1	0.00	0	0.00	0	2.30	1
SFC3	Service/Arrest Fee - Const. 3	35.76	6	0.00	0	0.00	0	35.76	6
SFMCWV	State Fine - Motor Carrier Weight Violation	899.29	15	0.00	0	0.00	0	899.29	15
SFOC	Service Fee - Out of County	15.00	3	0.00	0	0.00	0	15.00	3
STF	State Traffic Fee (TC 542.4031)	295.04	14	0.00	0	0.00	0	295.04	14
TP	Time Payment Fee	18.16	1	0.00	0	0.00	0	18.16	1
TPC	Time Payment Fee - County	69.01	8	0.00	0	0.00	0	69.01	8
TPS	Time Payment Fee - State	98.71	11	0.00	0	0.00	0	98.71	11
TPWF	Texas P&W Fine	482.80	3	0.00	0	0.00	0	482.80	3
UFA	Uniform Traffic Act (TC 542.403)	42.82	20	0.00	0	0.00	0	42.82	20
WARC3	Warrant Fee - Constable Pct. 3	846.06	19	0.00	0	0.00	0	846.06	19
WCSO	Williamson County Sheriff	561.47	8	0.00	0	0.00	0	561.47	8
WFDPS	Warrant Fee - DPS	13.13	1	0.00	0	0.00	0	13.13	1
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		111,066.99	1,838	0.00	0	0.00	0	111,066.99	1,838

Commissioners Court - Regular Session**10.****Meeting Date:** 05/21/2024

Approval of Purchase Agreement for Custom PowerPost Development by Yooz, Inc. for the Information Systems Department.

Submitted For: Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase agreement #2024201 between Williamson County and Yooz, Inc. for Custom PowerPost Development for a total of \$1,500.00 and authorize the execution of the agreement.

Background

The approval of this purchase will benefit the Accounts Payable Department with the custom master data tables to receive reformatted CSV File, Testing, Training, Development (Custom hook to read table data and translate to invoice). Yooz is the proposed Accounts Payable Automation Tool. Currently, all Accounts Payable functions are performed within Oracle AP. Yooz AP Automation allows for added functionality and business automation of the processes that occur prior to the Oracle AP tasks. This will be a one-time purchase in the amount of \$1,500.00 for the service. Funding Source is 01.0100.0503.004100 per FY24 Budget. Yooz, Inc. quote is attached. The department point of contact will be Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Yooz Inc. Quote Redacted
Form 1295 Yooz inc

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Koren Shannon
Final Approval Date: 05/16/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

05/16/2024 10:33 AM
05/16/2024 12:45 PM
Started On: 05/14/2024 10:42 AM



Amendment

Contract reference
Prepared by

Liz Hysell

Customer identification

Client number
Organization name
Invoicing address

WILLIAMSON COUNTY
WILLIAMSON COUNTY, 710 MAIN STREET, GEORGETOWN, TEXAS 78626, UNITED STATES

EIN

Contact
Contact's mobile phone

Tammy MCCULLEY - tmcculley@wilco.org

Services

Product	Code	List unit price (USD)	Sales unit price (USD)	Qty	Amount (USD)
Custom PowerPost Development - Implementation (custom masterdata tables to receive reformatted CSV File), Testing, Training, Development (Custom hook to read table data and translate to invoice)	PS-Customizations-X800	\$1,500.00	\$1,500.00	1.00	\$1,500.00
Total					\$1,500.00
Sales tax rate					0.00%
Taxes					\$0.00
Total amount					\$1,500.00

Additional information

4.1.3 Consulting Services: Strike "Any Consulting Services ordered but not utilized will be fully invoiced to Customer, unless the non-utilization of the said Consulting Services is exclusively attributable to Yooz."

5.5 Service Level: "If Customer has paid upfront for a full year of Service, any Service Level discount will by the choice of the Customer be provided as a refund check, or applied as a credit to the Customer's next annual upfront payment."

7.4 Special Indemnity: Strike through section in total

8.3 Terms of Payment: Strike "Invoices are due within thirty (30) days of the invoice date" and replaced with "Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code."

10.1 Termination: "After the initial Commitment Period of twelve (12) months, either Party may terminate the Contract for any reason and at any time, providing a sixty (60) day (2) month notice, with effect from the end of the calendar month in which the last day of the notice period following receipt of such notice falls."

11.2 Publicity: "Yooz shall not use Customer's name, logo, or other likeness in any press release, marketing materials, or other announcement without the Customer's prior written approval."

11.3 Assignment: "Neither Party not assign or transfer in any way the rights or obligations under the Contract without the other Parties prior express written consent, and any such purported assignment without consent shall be void ab initio."

11.6 Choice of law and choice of forum: "The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the State of Texas. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Notwithstanding the foregoing, any Party may seek injunctive relief in any federal or state court sitting in Williamson County, Texas having jurisdiction thereof, and each of the Parties consents to the exclusive jurisdiction of such state or federal court sitting in Williamson County, Texas for injunctive relief. The language of the proceedings and communications conducted therein shall be in English. The Parties further waive any objection to venue in such courts and any objection based on forum non-conveniens."

11.11 No Waiver of Sovereign Immunity; Customer Indemnification : "Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the Customer. The Parties agree that under the Constitution and laws of the State of Texas, the Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless Yooz for any reason are hereby deleted."

11.12 Right to Audit: "Yooz agrees that the Customer 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 Yooz which are directly pertinent to the services to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Yooz agrees that Customer shall have access during normal business hours to all necessary Yooz facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Yooz reasonable advance notice of intended audits. "

11.13 Public Information: "Yooz understands that Customer will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and

other materials in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act."

Conditions

First billing date 6/1/2024
Invoicing schedule Annual billing upfront
Payment method ACH
Payment term 30 days net

Billing for Consulting Services is at time of order.

THE SERVICES ARE PROVIDED BY YOOZ INC., 8951 CYPRESS WATERS BOULEVARD, SUITE 170, DALLAS, 75019, USA. BY SIGNING THIS SUBSCRIPTION FORM, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS OF SERVICE: <https://www.getyooz.com/us/terms/>.

Signature

In witness whereof, the parties have caused this Contract to be executed by their duly authorized officers as of the effective Date hereinafter set forth.

Date

Customer WILLIAMSON COUNTY
Name
Title

Signature

Yooz Inc.
Name Laurent CHARPENTIER
Title Chief Executive Officer

Signature

DocuSigned by:

647F1BF37BD9434...
2024-05-13 | 4:46 PM BST

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Yooz
Irving, TX United States

Certificate Number:
2024-1112726

Date Filed:
01/17/2024

Date Acknowledged:

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

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024102
Gold edition AP automation subscription

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jim, Lysinger	Irving, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

James F Lysinger

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Yooz
Irving, TX United States

Certificate Number:
2024-1112726

Date Filed:
01/17/2024

Date Acknowledged:
01/17/2024

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

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024102
Gold edition AP automation subscription

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jim, Lysinger	Irving, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**11.****Meeting Date:** 05/21/2024

Approval of Purchase of Bulk Order of Computers from Dell Technologies for Countrywide Departments for Information Services

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase #2024200 for the third bulk order for FY24 for budgeted computers and equipment between Dell Technologies, Inc. and Williamson County for a total not-to-exceed amount of \$136,035.71, pursuant to the DIR contract #DIR-TSO-3763.

Background

Items specified are for both new and replacement computers and equipment. The attached quote contains the order information. The cost of \$136,035.71 is a not-to-exceed purchase amount. This purchase of computers and equipment will benefit Williamson County with bulk order discounts. There are multiple funding sources (see attached) used for this purchase from various departments as approved in the FY24 budget. 1295 Form is not required due to company being publicly traded. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Dell Quote

Funding

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 05/16/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

05/15/2024 09:05 PM

05/16/2024 10:04 AM

Started On: 05/13/2024 01:51 PM



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jun. 08, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote No.		Sales Rep	Haley Sams
Total	\$136,035.71	Phone	(800) 456-3355, 6185299
Customer #	10643470	Email	Haley.Sams@Dell.com
Quoted On	May. 09, 2024	Billing To	TAMMY MCCULLEY
Expires by	Jun. 08, 2024		WILLIAMSON COUNTY ITS
Contract Name	Texas Department of Information Resources (TX DIR)		301 SE INNER LOOP STE 105
Contract Code			GEORGETOWN, TX 78626-8207
Customer Agreement #	TX DIR-TSO-3763		
Deal ID			

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Haley Sams

Shipping Group

Shipping To	Shipping Method
TAMMY MCCULLEY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 (512) 943-1455	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor (7020)	\$678.00	1	\$678.00
OptiPlex Small Form Factor (Plus 7020)	\$947.00	8	\$7,576.00
OptiPlex Tower (Plus 7020)	\$2,589.00	1	\$2,589.00
Precision 5860 Tower	\$4,274.49	1	\$4,274.49
Dell Latitude 3450	\$1,067.00	12	\$12,804.00

Mobile Precision 3591	\$1,547.00	27	\$41,769.00
Mobile Precision 3591	\$2,099.00	18	\$37,782.00
Dell 24 Monitor - P2425H	\$150.00	18	\$2,700.00
Dell 27 Monitor - P2725H	\$160.00	49	\$7,840.00
Dell 32 4K USB-C Hub Monitor - P3223QE, 80.0cm (31.5")	\$345.00	2	\$690.00
Dell 34 Curved Video Conferencing Monitor - P3424WEB	\$541.00	15	\$8,115.00
Dell Thunderbolt 4 Dock- WD22TB4	\$195.00	36	\$7,020.00
Dell Essential 15 Inch Laptop Briefcase - ES1520C	\$26.24	5	\$131.20
Dell Wired Keyboard and Mouse - KM300C	\$28.00	9	\$252.00
Dell Slim Conferencing Soundbar – SB522A	\$73.49	19	\$1,396.31
Logitech MK270 Spill-Resistant Wireless Keyboard and Mouse - Black	\$24.63	17	\$418.71

	Subtotal:	\$136,035.71
	Shipping:	\$0.00
	Environmental Fee:	\$0.00
	Non-Taxable Amount:	\$136,035.71
	Taxable Amount:	\$0.00
	Estimated Tax:	\$0.00
Total:		\$136,035.71
License Subtotal for Commitment Term: \$0.00		
*Excludes Taxes		

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Accelerate the power of AI for your data

Take the first step in achieving Generative AI success

Learn More

Shipping Group Details

Shipping To	Shipping Method
TAMMY MCCULLEY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 (512) 943-1455	Standard Delivery

	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor (7020)	\$678.00	1	\$678.00
Estimated delivery if purchased today: May. 17, 2024			
Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor 7020	210-BKXK	-	1	-
Intel Core i5 14500T vPro (24MB cache, 14 cores, 20 threads, up to 4.8 GHz, 35W)	338-CNCP	-	1	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	1	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	1	-
16GB DDR5 Memory,1X16GB,5600,Non-ECC,SoDIMM	370-BBPX	-	1	-
M.2 2230 512GB PCIe NVMe SSD Class 35	400-BQSB	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
OptiPlex Micro with 35W CPU	329-BJWL	-	1	-
US Power Cord	450-AAZN	-	1	-
No Wireless LAN Card	555-BKHY	-	1	-
USB Type-C Module with DP Alt Mode and Power Delivery	382-BBLP	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1	-
No Cover Selected	325-BCZQ	-	1	-
Dell Additional Software	634-CHFP	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Watch Dog SRV	379-BFMR	-	1	-
Quick Start Guide, OptiPlex Micro	340-DMHG	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYN	-	1	-
Shipping Label	389-BBUU	-	1	-
Low:FSJ Reg label for 90W adaptor	389-FGFB	-	1	-
IRST Driver, MFF 7020	658-BFSV	-	1	-
Intel Core i5 Processor Label	340-CUEW	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
90 Watt A/C Adapter	450-ALFO	-	1	-
Windows AutoPilot	634-BRWG	-	1	-

Fixed Hardware Configuration	998-GSCJ	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Internal Speaker, MFF 7020	520-BBFQ	-	1	-
No Option Included	340-ACQQ	-	1	-
No Out-of-Band Systems Management	631-BBQD	-	1	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	803-8774	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	803-8802	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	803-8830	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	803-8886	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Unit Price	Quantity	Subtotal
\$947.00	8	\$7,576.00

OptiPlex Small Form Factor (Plus 7020)

Estimated delivery if purchased today:

May. 22, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor Plus 7020	210-BKWN	-	8	-
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	8	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	8	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	8	-
16 GB: 2 x 8 GB, DDR5	370-BBPQ	-	8	-
M.2 2230 1TB PCIe NVMe SSD Class 35	400-BQRX	-	8	-
M.2 22x30 Thermal Pad	412-AAQT	-	8	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	8	-
NO RAID	817-BBBN	-	8	-
Intel Integrated Graphics	490-BBFG	-	8	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BJWJ	-	8	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	8	-
DVD+/-RW Bezel	325-BDSH	-	8	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	8	-
CyberLink Media Essentials for Windows	430-XYIX	-	8	-
No Media Card Reader	379-BBHM	-	8	-
No Wireless LAN Card	555-BKHY	-	8	-
No Additional Video Ports	492-BCKH	-	8	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	8	-
Mouse included with Keyboard	570-AADI	-	8	-
No Cover Selected	325-BCZQ	-	8	-
Dell Additional Software	634-CHFP	-	8	-
ENERGY STAR Qualified	387-BBLW	-	8	-
Watch Dog SRV	379-BFMR	-	8	-

Quick Start Guide, OptiPlex SFF Plus	340-DMJC	-	8	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	8	-
Shipping Material	340-CQYR	-	8	-
Shipping Label	389-BBUU	-	8	-
Regulatory Label for OptiPlex SFF Plus PSU DAO	389-FFZD	-	8	-
Intel® Rapid Storage Technology Driver	658-BFSK	-	8	-
Intel Core i5 Processor Label	340-CUEW	-	8	-
Desktop BTO Standard shipment	800-BBIO	-	8	-
No Additional Add In Cards	382-BBHX	-	8	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	8	-
Custom Configuration	817-BBBB	-	8	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	8	-
Windows AutoPilot	634-BRWG	-	8	-
Internal Speaker	520-AARD	-	8	-
No vPro® support	631-BBQQ	-	8	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	8	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	8	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	8	-
ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	8	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	8	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	8	-

Unit Price	Quantity	Subtotal
\$2,589.00	1	\$2,589.00

OptiPlex Tower (Plus 7020)

Estimated delivery if purchased today:
May. 22, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Tower Plus 7020	210-BLDN	-	1	-
Intel Core i9 14900K vPro (36MB cache, 24 cores, 32 threads, up to 5.6 GHz Turbo)	338-CNFY	-	1	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSE	-	1	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	1	-
64 GB: 4 x 16 GB, DDR5	370-BBQD	-	1	-
M.2 2280 2TB PCIe NVMe SSD Class 40	400-BPGX	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
Thermal Pad and Screw	400-BOSH	-	1	-
Additional M.2 2280 2TB PCIe NVMe SSD Class 40	401-BBBN	-	1	-
NO RAID	817-BBBN	-	1	-
NVIDIA GeForce RTX 4060 8GB GDDR6, Full Height, 3xDP, 1xHDMI	490-BJXX	-	1	-
OptiPlex Tower Plus with 500W Platinum Power Supply	329-BJYR	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
No Optical Disk Drive	429-ABIV	-	1	-
CMS Software not included	632-BBBJ	-	1	-

No Media Card Reader	379-BBHM	-	1	-
No Wireless LAN Card	555-BKHY	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cover Selected	325-BCZQ	-	1	-
Dell Additional Software	634-CHFP	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Watch Dog SRV	379-BFMR	-	1	-
Quick Start Guide, OptiPlex Tower Plus	340-DMRT	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CNZU	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for OptiPlex Tower Plus 7020 500W PSU	389-FGLT	-	1	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1	-
Intel® Rapid Storage Technology Driver	658-BFSK	-	1	-
Intel Core i9 Processor Label	389-DYKH	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
No Additional Add In Cards	382-BBHX	-	1	-
Custom Configuration	817-BBBB	-	1	-
No vPro support	631-BBRD	-	1	-
Internal Speaker	520-AARD	-	1	-
Windows AutoPilot	634-BRWG	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	1	-
ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Unit Price	Quantity	Subtotal
\$4,274.49	1	\$4,274.49

Precision 5860 Tower

Estimated delivery if purchased today:

May. 22, 2024



Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Precision 5860 Tower XCTO Base	210-BFNP	-	1	-
Intel Xeon W3-2425 (15 MB cache, 6 cores, 12 threads, 3.0 GHz to 4.4 GHz Turbo, 130 W)	338-CKZG	-	1	-
Windows 11 Pro for Workstations (6 cores), English, French, Spanish, Brazilian Portuguese	619-ARSO	-	1	-

No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1	-
AMD Radeon Pro W7600, 8 GB GDDR6, 4 DP	490-BKDP	-	1	-
64GB, 4x16GB, DDR5, 4800MHz, RDIMM ECC Memory	370-AHHB	-	1	-
4TB, M.2, PCIe NVMe, SSD, Class 40	400-BOHB	-	1	-
Intel vPro Technology Enabled	631-BBHL	-	1	-
Resource DVD not Included	430-XXYU	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Windows AutoPilot	634-BRWG	-	1	-
System Power Cord (US 125V, 15A)	450-AMEB	-	1	-
Shipping Material (DAO)	340-CBUU	-	1	-
Shipping Material (5860, 7865)	340-DCJU	-	1	-
Dell Additional Software	658-BFPP	-	1	-
Quick Start Guide placemat, 5860 Tower	340-DJVF	-	1	-
Premier Color 6.1	640-BBSS	-	1	-
Integrated Storage Controller	403-BCVC	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	1	-
Slim ODD bezel, 100% tie with slim ODD	429-ABMU	-	1	-
Precision 5860 Tower 1350W Performance Chassis (DAO Open Flexbay L5.5)	321-BHYQ	-	1	-
Heatsink for 175W or higher CPU (5860)	412-BBDQ	-	1	-
Virtual Raid on CPU software driver	409-BCXD	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
No External ODD	429-ABGY	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
No Hard Drive	400-AKZR	-	1	-
5860T 1350W Regulatory Label (DAO)	389-FDBB	-	1	-
No SATA RAID	780-BBCJ	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
M.2 NVME Non-RAID Boot (C3)	780-BCTG	-	1	-
M.2 NVME Upper Flexbay Assembly, M.2 NVME Lower Flexbay Assembly	449-BCCC	-	1	-
Dell Limited Hardware Warranty Plus Service	882-0661	-	1	-
ProSupport Plus Accidental Damage Service 3 Years	882-0693	-	1	-
ProSupport Plus Keep Your Hard Drive 3 Years	882-0699	-	1	-

ProSupport Plus Next Business Day Onsite 3 Years	882-0705	-	1	-
ProSupport Plus 7x24 Technical Support 3 Years	882-0713	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Unit Price	Quantity	Subtotal
\$1,067.00	12	\$12,804.00

Dell Latitude 3450

Estimated delivery if purchased today:
May. 31, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3450, XCTO	210-BLLF	-	12	-
13th Gen Intel Core i5-1335U (12 MB cache, 10 cores, up to 4.60 GHz Turbo)	379-BFBK	-	12	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	12	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	12	-
Intel 13th Generation i5-1335U, Intel Integrated Graphics	338-CNLS	-	12	-
Intel Rapid Storage Technology Driver	409-BCXQ	-	12	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTL	-	12	-
512GB, M.2 2230, TLC PCIe Gen 4 NVMe	400-BQZR	-	12	-
14.0" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD Cam, WLAN	391-BHXM	-	12	-
English US backlit AI hotkey keyboard, 79-key	583-BLMY	-	12	-
Wireless Intel AX211 WLAN Driver MOD-SRV, + Bluetooth Wireless Card	555-BKKT	-	12	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BKLT	-	12	-
3- cell, 42Wh Battery, Express Charge, Express Charge Boost capable	451-BDGN	-	12	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	12	-
Single Pointing Keyboard, Finger Print Reader, No SIM	346-BKHS	-	12	-
E4 Power Cord 1M for US	450-AMEI	-	12	-
Quick Start Guide for 3450	340-DMKH	-	12	-
ENERGY STAR Qualified	387-BBLW	-	12	-
Custom Configuration	817-BBBB	-	12	-
Dell Additional Software	658-BFQB	-	12	-
Mix Model Packaging 65W Type-C Adapter	340-DNZD	-	12	-
Latitude 3450 Laptop Bottom Door, Integrated Graphics	321-BKQR	-	12	-
Windows AutoPilot	634-BRWG	-	12	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	12	-
FHD HDR RGB Camera, TNR, Camera Shutter, Microphone	319-BBKK	-	12	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	12	-
Dell Limited Hardware Warranty	997-6727	-	12	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-6746	-	12	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-6755	-	12	-

ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	12	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-6764	-	12	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-6773	-	12	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	12	-

Unit Price	Quantity	Subtotal
\$1,547.00	27	\$41,769.00

Mobile Precision 3591

Estimated delivery if purchased today:

May. 30, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3591	210-BLNG	-	27	-
Intel Core Ultra 5 135H vPro Enterprise (18 MB cache, 14 cores, 18 threads, up to 4.6 GHz, 45W)	379-BFQV	-	27	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	27	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	27	-
Intel Core Ultra 5 135H Processor with vPro and Intel Integrated Graphics	329-BKFJ	-	27	-
Intel Graphics or Intel Arc Pro Graphics	490-BKBZ	-	27	-
15.6" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN	391-BJCY	-	27	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	27	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s, non-ECC	370-BBYM	-	27	-
512GB, M.2 2280, Gen4 PCIe NVMe, SSD, Class 40	400-BQYM	-	27	-
No Additional Hard Drive	401-AAGM	-	27	-
NO RAID	817-BBBN	-	27	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	27	-
Single Pointing, Smart Card Reader, Finger Print Reader, CV3+	346-BKTP	-	27	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (Wi-Fi 802.11ax), Bluetooth	555-BKND	-	27	-
6 Cell Battery Cable	451-BDDJ	-	27	-
6 Cell, 97WHr, Standard Battery	451-BDDL	-	27	-
130W Type C Power Adapter	492-BDGH	-	27	-
Intel vPro Enterprise Technology Enabled	631-BBXG	-	27	-
ENERGY STAR Qualified	387-BBLW	-	27	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	27	-
Windows AutoPilot	634-BRWG	-	27	-
E5 Power Cord 1M for US	537-BBDK	-	27	-
Intel AX211 WLAN Driver	555-BKSB	-	27	-
Packaging for 130W Adapter	340-DQNC	-	27	-
Custom Configuration	817-BBBB	-	27	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	27	-
Dell Additional Software	658-BFPP	-	27	-
Quick Setup Guide for Mobile Precision 3591	340-DQRD	-	27	-

Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	27	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	27	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	27	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	27	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	27	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	27	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	27	-
Intel(R) Rapid Storage Technology Driver	409-BCXX	-	27	-
BTO Standard Shipment (M)	800-BBGS	-	27	-
		Unit Price	Quantity	Subtotal
		\$2,099.00	18	\$37,782.00

Mobile Precision 3591

Estimated delivery if purchased today:
May. 30, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3591	210-BLNG	-	18	-
Intel Core Ultra 7 165H vPro Enterprise (24 MB cache, 16 cores, 22 threads, up to 5.0 GHz, 45W)	379-BFQW	-	18	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	18	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	18	-
Intel Core Ultra 7 165H Processor with vPro and NVIDIA RTX 500 Ada 4GB GDDR6	329-BKFY	-	18	-
NVIDIA RTX 500 Ada Generation, 4 GB GDDR6	490-BKBY	-	18	-
15.6" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN	391-BJCY	-	18	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	18	-
32 GB: 1 x 32 GB, DDR5, 5600 MT/s, non-ECC	370-BBYG	-	18	-
1TB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35	400-BRPX	-	18	-
No Additional Hard Drive	401-AAGM	-	18	-
NO RAID	817-BBBN	-	18	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	18	-
Single Pointing, Smart Card Reader, Finger Print Reader, CV3+	346-BKTP	-	18	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth	555-BKND	-	18	-
4 Cell, 64WHr, Long Lifecycle Battery, 3-year warranty	451-BDDM	-	18	-
4 Cell Battery Cable	451-BDDN	-	18	-
130W Type C Power Adapter	492-BDGH	-	18	-
Intel vPro Enterprise Technology Enabled	631-BBXG	-	18	-
ENERGY STAR Qualified	387-BBLW	-	18	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	18	-
Windows AutoPilot	634-BRWG	-	18	-
E5 Power Cord 1M for US	537-BBDK	-	18	-

Intel AX211 WLAN Driver	555-BKSB	-	18	-
Packaging for 130W Adapter	340-DQNC	-	18	-
Custom Configuration	817-BBBB	-	18	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	18	-
Dell Additional Software	658-BFPP	-	18	-
Quick Setup Guide for Mobile Precision 3591	340-DQRD	-	18	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	18	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	18	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	18	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	18	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	18	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	18	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	18	-
Intel(R) Rapid Storage Technology Driver	409-BCXX	-	18	-
BTO Standard Shipment (M)	800-BBGS	-	18	-

Unit Price	Quantity	Subtotal
\$150.00	18	\$2,700.00

Dell 24 Monitor - P2425H

Estimated delivery if purchased today:
May. 15, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2425H	210-BMGH	-	18	-
Dell Limited Hardware Warranty	814-5380	-	18	-
Advanced Exchange Service, 3 Years	814-5381	-	18	-

Unit Price	Quantity	Subtotal
\$160.00	49	\$7,840.00

Dell 27 Monitor - P2725H

Estimated delivery if purchased today:
May. 16, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2725H	210-BMFJ	-	49	-
Dell Limited Hardware Warranty	814-5380	-	49	-
Advanced Exchange Service, 3 Years	814-5381	-	49	-

Unit Price	Quantity	Subtotal
\$345.00	2	\$690.00

Dell 32 4K USB-C Hub Monitor - P3223QE, 80.0cm (31.5")

Estimated delivery if purchased today:
May. 30, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 32 4K USB-C Hub Monitor - P3223QE, 80.0cm (31.5")	210-BDQC	-	2	-
Advanced Exchange Service 3 Years	844-1960	-	2	-
Dell Limited Hardware Warranty	844-1966	-	2	-

Unit Price	Quantity	Subtotal
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Dell 34 Curved Video Conferencing Monitor - P3424WEB

Estimated delivery if purchased today:
May. 15, 2024

Customer Agreement # TX DIR-TSO-3763

\$541.00

15

\$8,115.00

Description	SKU	Unit Price	Quantity	Subtotal
Dell 34 Curved Video Conferencing Monitor - P3424WEB	210-BGMM	-	15	-
Advanced Exchange Service 3 Years	844-1960	-	15	-
Dell Limited Hardware Warranty	844-1966	-	15	-
		Unit Price	Quantity	Subtotal
		\$195.00	36	\$7,020.00

Dell Thunderbolt 4 Dock- WD22TB4

Estimated delivery if purchased today:
May. 16, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	36	-
Advanced Exchange Service, 3 Years	872-8550	-	36	-
Dell Limited Hardware Warranty	872-8557	-	36	-
		Unit Price	Quantity	Subtotal
		\$26.24	5	\$131.20

Dell Essential 15 Inch Laptop Briefcase - ES1520C

Estimated delivery if purchased today:
Jun. 06, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Essential 15 Inch Laptop Briefcase - ES1520C	460-BCTK	-	5	-
		Unit Price	Quantity	Subtotal
		\$28.00	9	\$252.00

Dell Wired Keyboard and Mouse - KM300C

Estimated delivery if purchased today:
May. 15, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Wired Keyboard and Mouse - KM300C	580-AKKV	-	9	-
		Unit Price	Quantity	Subtotal
		\$73.49	19	\$1,396.31

Dell Slim Conferencing Soundbar – SB522A

Estimated delivery if purchased today:
May. 14, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Slim Conferencing Soundbar – SB522A	520-AAWU	-	19	-
		Unit Price	Quantity	Subtotal
		\$24.63	17	\$418.71

Logitech MK270 Spill-Resistant Wireless Keyboard and Mouse - Black

Estimated delivery if purchased today:
May. 15, 2024

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Logitech MK270 Spill-Resistant Wireless Keyboard and Mouse - Black	A6949681	-	17	-

Subtotal:	\$136,035.71
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$136,035.71

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

425 - Marlys Tidrick FUNDS

911 - Jeff Spencer

CC2 - Kevin Kracht/Flor Salas

CON4 - Brian Olson

DA - Ron Baldwin/Grace Frias

FSRV - Damaris Morales

Dept	Count
A	10
B	8
C	7
D	6
E	5
F	4
G	3
H	2
I	1
J	1
K	1
L	1
M	1
N	1
O	1
P	1
Q	1
R	1
S	1
T	1
U	1
V	1
W	1
X	1
Y	1
Z	1

FAC - Gina Wrehnsig										
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
509	FAC	Monitor	Dell	27"		28	\$160.00	\$ 4,480.00		
								\$ 4,480.00	0100-0509-003010	\$ 14,075.16
HD - Michelle Broddrick/Stacy Schweitzer										
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
630	HD	Laptop	Dell	Mobile Precision	15" i5-16GB-512SSD	10	\$1,547.00	\$ 15,470.00		
630	HD	Laptop	Dell	Mobile Precision	15"-i7-32GB-1TB	1	\$2,099.00	\$ 2,099.00		
630	HD	Dock	Dell	Thunderbolt		10	\$195.00	\$ 1,950.00		
630	HD	Monitor	Dell	27"		10	\$160.00	\$ 1,600.00		
630	HD	Other	Dell	Soundbar		5	\$73.49	\$ 367.45		
								\$ 21,486.45	0100-0630-003010	\$ 29,070.00
ITS - Holly Shell										
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
503	ITS	Desktop	Dell	OptiPlex	7020 MFF	1	\$678.00	\$ 678.00		
503	ITS	Laptop	Dell	Mobile Precision	15" i5-16GB-512SSD	1	\$1,547.00	\$ 1,547.00		
503	ITS	Laptop	Dell	Latitude	3450 i5-16GB-512SSD	12	\$1,067.00	\$ 12,804.00		
								\$ 15,029.00	0100-0503-003010	\$ 164,731.98
ITS - PSTP - Michael Moody/Holly Shell										
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
523	ITS	Laptop	Dell	Mobile Precision	15"-i7-32GB-1TB	1	\$2,099.00	\$ 2,099.00		
523	ITS	Dock	Dell	Thunderbolt		1	\$195.00	\$ 195.00		
523	ITS	Monitor	Dell	34" Curved w/soundbar		1	\$541.00	\$ 541.00		
523	ITS	Other	Dell	Wireless K/M		1	\$24.63	\$ 24.63		
								\$ 2,859.63	0100-0523-003010	\$ 7,273.00
ITS - WH - Tony Hill/Holly Shell										
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
390	WH	Laptop	Dell	Mobile Precision	15"-i7-32GB-1TB	1	\$2,099.00	\$ 2,099.00		
390	WH	Dock	Dell	Thunderbolt		1	\$195.00	\$ 195.00		
390	WH	Other	Dell	Soundbar		1	\$73.49	\$ 73.49		
390	WH	Other	Dell	Case		1	\$26.24	\$ 26.24		
								\$ 2,393.73	0390-0390-003010	\$ 4,376.88

JAIL - Abigail Taylor									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
570	JAIL	Desktop	Dell	OptiPlex	Std Desktop	6	\$947.00	\$ 5,682.00	
570	JAIL	Laptop	Dell	Mobile Precision	15" i5-16GB-512SSD	4	\$1,547.00	\$ 6,188.00	
570	JAIL	Other	Dell	Case		4	\$26.24	\$ 104.96	
570	JAIL	Other	Dell	Wired K/M		6	\$28.00	\$ 168.00	
								\$ 12,142.96	0100-0570-003010 \$ 23,876.97
JP4 - Veronica Bolander									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
454	JP4	Desktop	Dell	OptiPlex	Std Desktop	1	\$947.00	\$ 947.00	
454	JP4	Laptop	Dell	Mobile Precision	15" i5-16GB-512SSD	1	\$1,547.00	\$ 1,547.00	
454	JP4	Dock	Dell	Thunderbolt		4	\$195.00	\$ 780.00	
454	JP4	Monitor	Dell	24"		4	\$150.00	\$ 600.00	
454	JP4	Other	Dell	Soundbar		3	\$73.49	\$ 220.47	
454	JP4	Other	Dell	Wired K/M		3	\$28.00	\$ 84.00	
454	JP4	Other	Dell	Wireless K/M		6	\$24.63	\$ 147.78	
								\$ 4,326.25	0100-0454-003010 \$ 5,562.46
JP4 - Veronica Bolander									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
454	JP4	Laptop	Dell	Mobile Precision	15" i5-16GB-512SSD	1	\$1,547.00	\$ 1,547.00	
								\$ 1,547.00	0372-0454-003010 \$ 10,000.00
MAG - Ron Morgan									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
477	MAG	Desktop	Dell	OptiPlex	Std Desktop	1	\$947.00	\$ 947.00	
477	MAG	Laptop	Dell	Mobile Precision	15"-i5-16GB-512SSD	4	\$1,547.00	\$ 6,188.00	
477	MAG	Dock	Dell	Thunderbolt		4	\$195.00	\$ 780.00	
477	MAG	Monitor	Dell	24"		4	\$150.00	\$ 600.00	
477	MAG	Monitor	Dell	27"		1	\$160.00	\$ 160.00	
477	MAG	Other	Dell	Soundbar		5	\$73.49	\$ 367.45	
477	MAG	Other	Dell	Wireless K/M		5	\$24.63	\$ 123.15	
								\$ 9,165.60	0100-0477-003010 \$ 11,589.00

SO - Mary Johnson									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
560	SO	Desktop	Dell	Precision	5860	1	\$4,274.49	\$ 4,274.49	
560	SO	Monitor	Dell	27"		2	\$160.00	\$ 320.00	
560	SO	Other	Dell	Soundbar		1	\$73.49	\$ 73.49	
560	SO	Other	Dell	Wireless K/M		1	\$24.63	\$ 24.63	
								\$ 4,692.61	0100-0560-003010 \$ 27,142.82
TAX - Maritza Aragon									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
499	TAX	Laptop	Dell	Mobile Precision	15" i5-16GB-512SSD	4	\$1,547.00	\$ 6,188.00	
								\$ 6,188.00	0100-0499-003010 \$ 9,037.31
VET - Misty Cordero-Pierce									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
405	VET	Monitor	Dell	27"		2	\$160.00	\$ 320.00	
								\$ 320.00	0100-0405-003010 \$ 362.69
TOTAL								\$ 136,035.71	

Commissioners Court - Regular Session**12.****Meeting Date:** 05/21/2024

Award of IFB #24IFB45 Jail Medical Supplies for Williamson County Jail, Medical Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #24IFB45, Jail Medical Supplies, split on a per item basis, to two (2) responsive bidders: Pacific Star Corporation and Trifecta Equipment, LLC.

Background

Award of this solicitation will support the operations of the Williamson County Jail, Medical Supplies. There were a total of thirty-eight (38) document takers and three (3) submissions received. Upon evaluation, the following were the lowest and best bidders:

Pacific Star Corporation and Trifecta Equipment, LLC. The list of award recommendation bid items is attached. Funding sources are 01.0100.0570.003200. The department point of contact is Abigail Taylor.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Memorandum

Form 1295

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 05/16/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

05/15/2024 08:59 PM

05/16/2024 08:27 AM

Started On: 05/06/2024 01:43 PM



MEMORANDUM

Williamson County Sheriff's Office

Date: May 1st, 2024

To: Joy Simonton – Purchasing Agent

From: Abigail Taylor, Office Administrator

Subject: 24IFB45 Medical Supplies for Jail

In response to Solicitation #24IFB45, the Purchasing Department received 3 bids from companies desiring to provide medical supplies for the Williamson County Jail, Medical Department.

Each submission was reviewed and after considering overall pricing, sourcing capabilities and delivery time, the following vendors were recommended:

Pacific Star Corporation
Trifecta Equipment, LLC

The following items have been awarded to Pacific Star Corporation:

Line-item numbers: 0-1, 0-2, 0-3, 0-6, 0-8, 0-9, 0-11, 0-12, 0-13, 0-21, 0-23, 0-24, 0-26, 0-27 & 0-28

The following items have been awarded to Trifecta Equipment, LLC:

Line-item numbers: 0-4, 0-5, 0-7, 0-10, 0-14, 0-15, 0-16, 0-17, 0-18, 0-19, 0-20, 0-22 & 0-25

Thank you.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Pacific Star Corporation
Houston, TX United States

Certificate Number:
2024-1157925

Date Filed:
05/07/2024

Date Acknowledged:
05/07/2024

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

County of Williamson

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.

2024193
24IFB45 Jail Medical Supplies

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Pacific Star Corporation
Houston, TX United States

Certificate Number:
2024-1157925

Date Filed:
05/07/2024

Date Acknowledged:

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

County of Williamson

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.

2024193
24IFB45 Jail Medical Supplies

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in Harris County, State of Texas, on the 7 day of 5, 2024.
(month) (year)

Daud Hadi

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Trifecta Equipment LLC
Argyle, TX United States

Certificate Number:

2024-1159569

Date Filed:

05/10/2024

Date Acknowledged:

05/13/2024

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

Wilco County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024194
Jail Medical Supplies

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ Denton County, State of Texas, on the 15 day of May, 2024 _____
(month) (year)

Rodney Haire

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Trifecta Equipment LLC
Argyle, TX United States

Certificate Number:
2024-1159569

Date Filed:
05/10/2024

Date Acknowledged:
05/13/2024

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

Wilco County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024194
Jail Medical Supplies

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**13.****Meeting Date:** 05/21/2024

Children's Advocacy Center Outdoor Play and Therapy Space

Submitted For: Dale Butler**Submitted By:** Leah Liesmann, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a request from the Williamson County Children's Advocacy Center, Inc. to construct and install improvements to the Leased Premises located at 1811 SE Inner Loop, Georgetown, TX 78626 to serve as outdoor play and therapy space.

Background

This project includes two parts. Part One generally consists of the installation of a therapeutic playscape and associated rubberized play surface and is to be installed on the east side of the building inside existing space designated for this purpose. Part two generally consists of the installation of a sport-coated/marketing surface for therapeutic outdoor space and activities such as basketball, hopscotch, etc. and the addition of outdoor music therapy instruments and is to be installed on the west side of the building on existing pavement and turf as designated in the attached documents. The attached documents are representative of the proposed project. The CAC has obtained funding for the project.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Building Site Plan
Part One Area
Part One Conceptual Design
Part Two Area
Part Two Conceptual Design

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Leah Liesmann

Final Approval Date: 05/14/2024

Reviewed By

Becky Pruitt

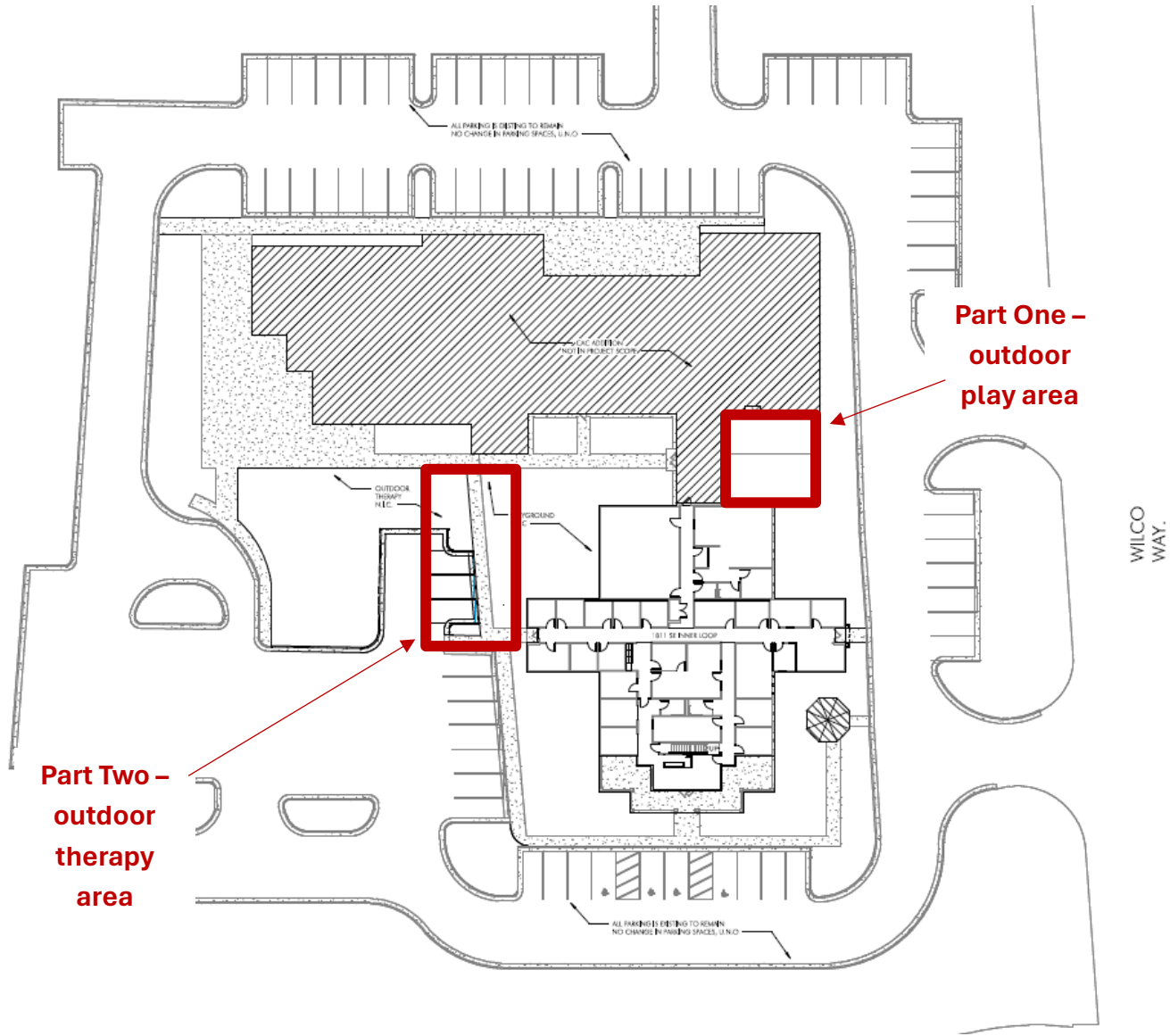
Date

05/14/2024 12:27 PM

Started On: 05/13/2024 01:07 PM

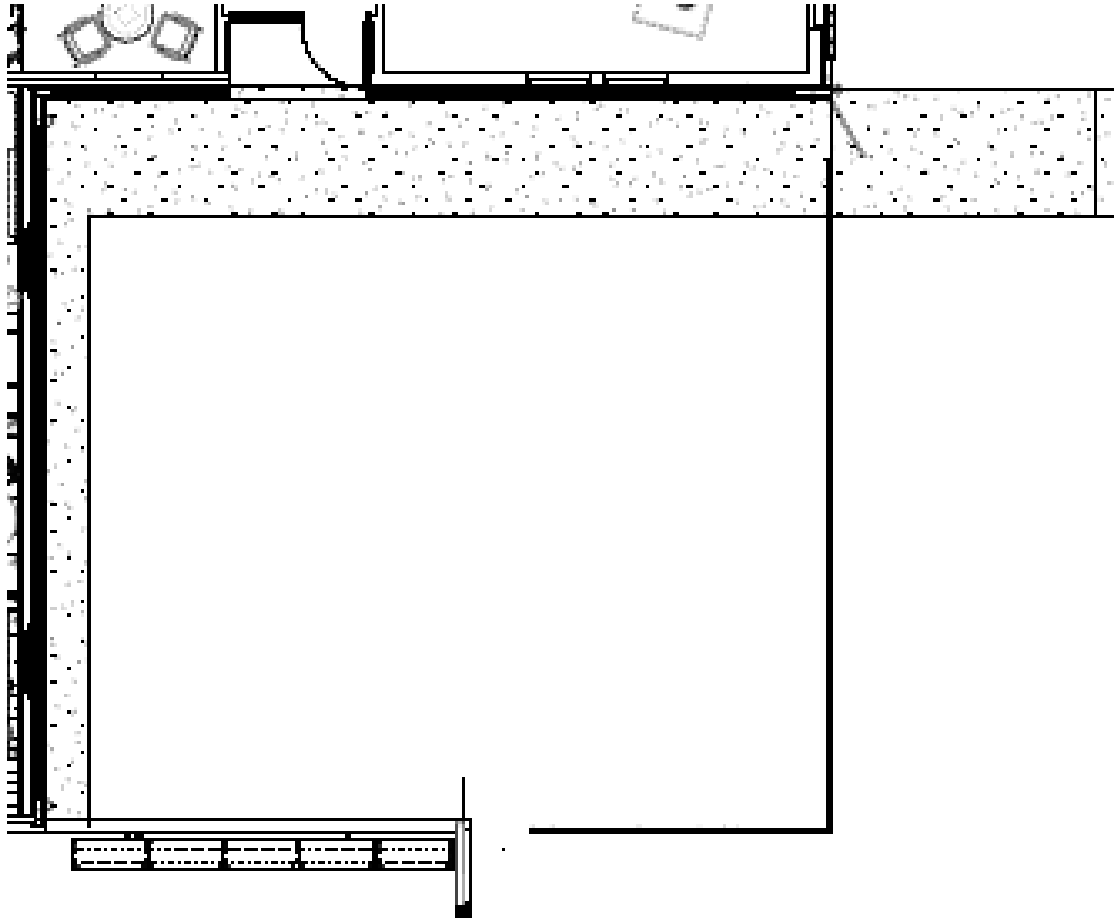
**Williamson County Children's Advocacy Center
Outdoor Play and Therapy Space**

Attachment #1 – Building Site Plan



**Williamson County Children's Advocacy Center
Outdoor Play and Therapy Space**

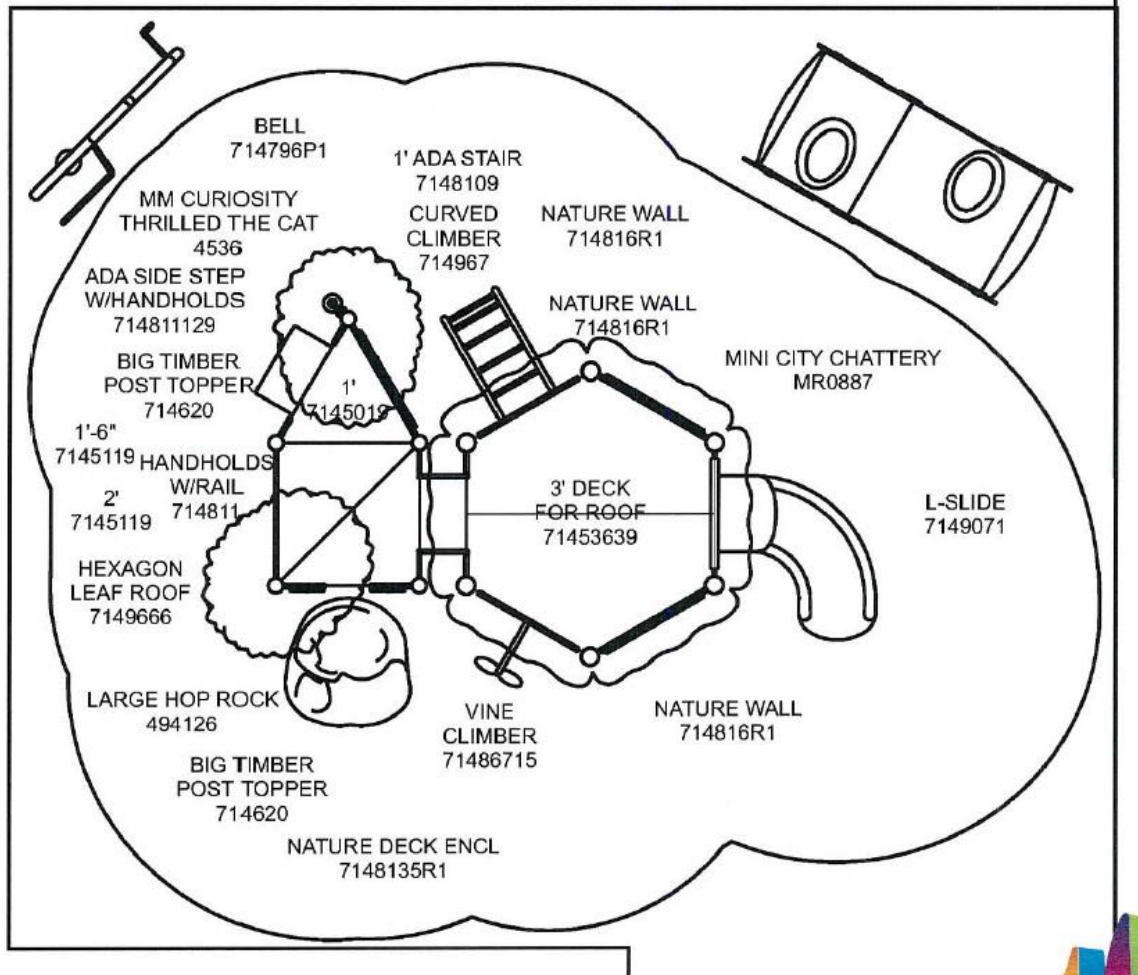
Attachment #2a – Part One Area



The outdoor area is an 875-square-foot area surrounded by a concrete pathway and a 6-foot wooden fence. The conceptual design is to add a poured-in-place rubberized surface to prevent injuries and a low playground structure for children to engage in play while receiving services related to the disclosures of physical and sexual abuse.

Sample site plan

3 REQ'D 1



**Williamson County Children's Advocacy Center
Outdoor Play and Therapy Space**

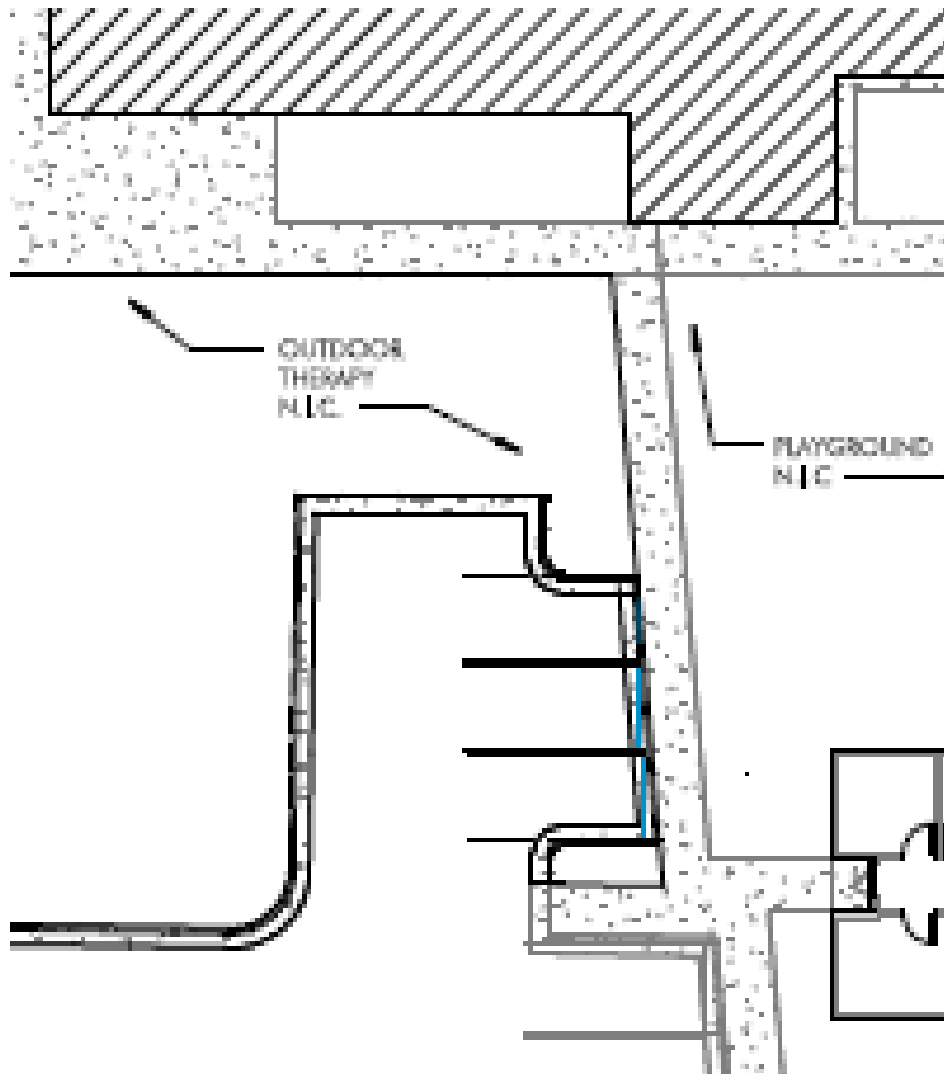
Attachment #2b – Part One Area – Conceptual Designs





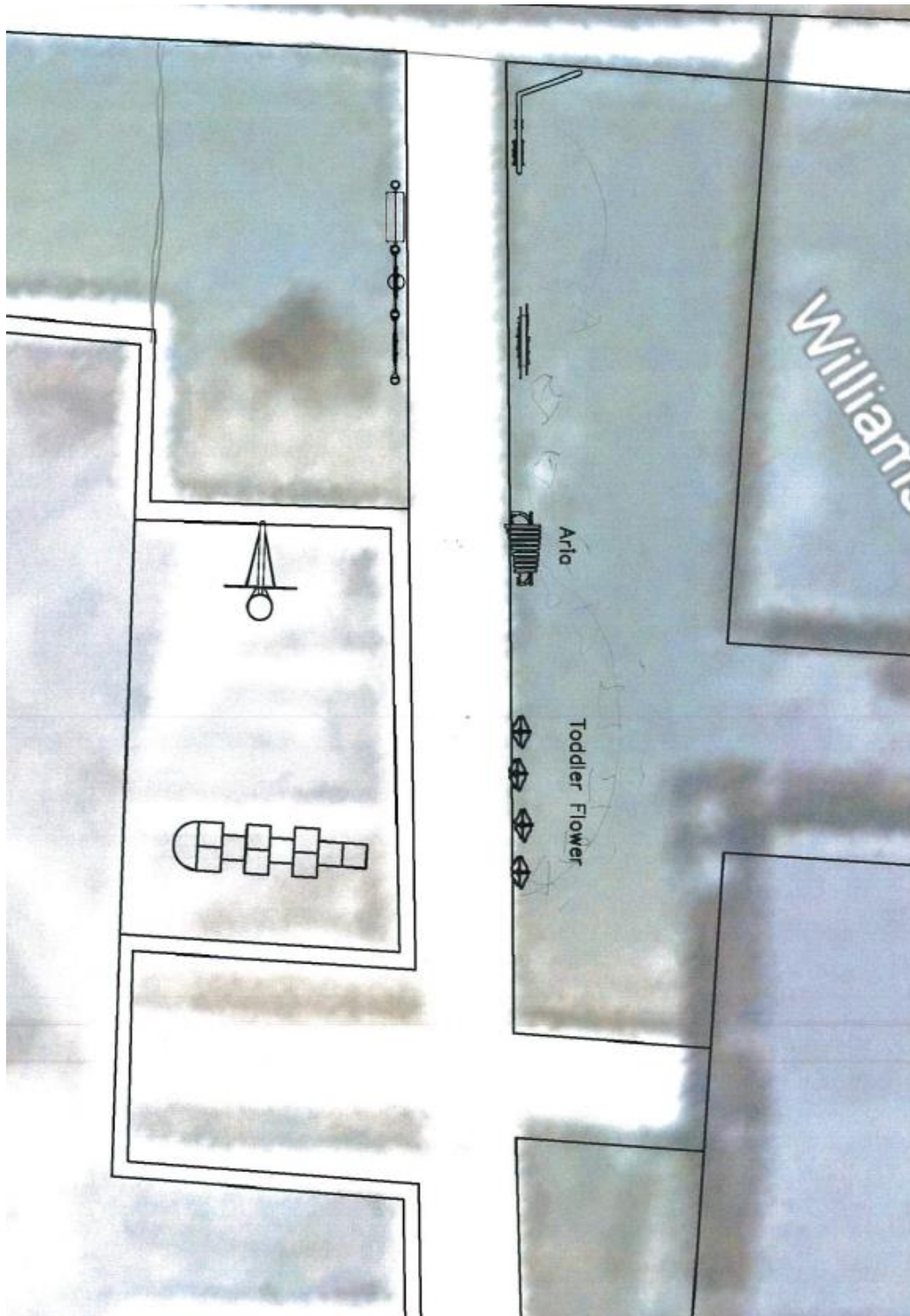
**Williamson County Children's Advocacy Center
Outdoor Play and Therapy Space**

Attachment #3a – Part Two Area



The project will include adding a fenced-in area for therapy outdoor space, adding a sport-coated/marketing surface for a dedicated area for activities such as basketball, hopscotch, and/or four-square, and the addition of outdoor music therapy instruments. The project will utilize three parking spaces and a grassy area adjacent to the sidewalks. The project area will not impact the access to the FDC (Fire Department Connection).

Sample site plan



**Williamson County Children's Advocacy Center
Outdoor Play and Therapy Space**

Attachment #3b – Part Two Area – Conceptual Designs



Commissioners Court - Regular Session**14.****Meeting Date:** 05/21/2024

Authorize Issuing Advertisement for IFB #24IFB56 Contract Mowing Services for County Right of Way for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Vickie Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Contract Mowing Services for County Right of Way, under IFB #24IFB56.

Background

Williamson County is seeking qualified companies to provide experienced mowing crews and equipment to mow vegetation in the County right of way. The Estimated Budget is \$429,000.00. The funding source is 01.0200.0210.003541 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 05/16/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

05/15/2024 08:57 PM
05/16/2024 08:25 AM
Started On: 05/06/2024 08:05 AM

Commissioners Court - Regular Session**15.****Meeting Date:** 05/21/2024

Authorize Issuing Advertisement for IFB #24IFB57 Ronald Reagan Boulevard Widening for Road Bonds/HNTB

Submitted For: Joy Simonton**Submitted By:** Vickie Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Ronald Reagan Boulevard Widening, under IFB #24IFB57. Funding source is P336.

Background

Williamson County is seeking qualified contractors for the construction of a new 2 lane roadway with shoulders, turn lanes, and intersection improvements to serve as a future southbound frontage road connecting the divided highway near SH 29 and tying into existing Ronald Reagan north of FM 3405. This facility will also include turn lanes on FM 3405 and SH 29. The Estimated Budget is \$59 Million. The funding source is P336 and the point of contact is Brent Kyler, P.E. (HNTB).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Vickie Johnson

Final Approval Date: 05/16/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

05/15/2024 08:55 PM

05/16/2024 08:26 AM

Started On: 05/06/2024 01:39 PM

Commissioners Court - Regular Session**16.****Meeting Date:** 05/21/2024

Authorize Issuing Advertisement for IFB 24IFB59 for the East Wilco Hwy Segment 2 Phase 1 for Road Bonds/HNTB

Submitted For: Joy Simonton**Submitted By:** Vickie Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for East Wilco Hwy Segment 2 Phase 1, under IFB #24IFB59. Funding source is P392.

Background

Williamson County is seeking qualified contractors for the construction of Eastbound frontage road consisting of grading, flexbase, asphalt pavement, shared use path, bridge structures, retaining walls, culverts, storm sewer, and signing and pavement markers. The estimated budget is \$67.5 Million. The funding source is P392 and the point of contact is Keith Taylor, P.E. (HNTB).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Vickie Johnson

Final Approval Date: 05/16/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

05/15/2024 08:53 PM

05/16/2024 08:37 AM

Started On: 05/14/2024 10:15 AM

Commissioners Court - Regular Session**17.****Meeting Date:** 05/21/2024

Cobb Fendley 1811-273 WA4 SA7 On Call Utility Capital Improvement Projects

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 7 to Work Authorization No 4 under Williamson County Contract between Cobb Fenley & Associates, Inc and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007.

Background

This supplemental is to increase the maximum amount payable to \$550,000.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cobb Fendley 1811-273 WA4 SA7 On Call Utility Capital Improvement Projects

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/14/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

05/13/2024 02:02 PM

05/14/2024 12:25 PM

Started On: 05/13/2024 12:46 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 7
TO
WORK AUTHORIZATION NO. 4

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

This Supplemental Work Authorization No. 7 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

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

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$350,000.00** to **\$550,000.00**.

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

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

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

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

FIRM

By: Sandra G. Khoury

Sandra G. Khoury, P.E.

Printed Name

Executive Vice President

Title

May 13, 2024

Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session**18.****Meeting Date:** 05/21/2024

Diamond 24RFSQ13 WA3 Chandler Corridor Seg 1

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$9,900.00 to expire August 31, 2024 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for Chandler Corridor Segment 1 (SH 130 to CR 101). Funding source: P457.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDiamond 24RFSQ13 WA3 Chandler Corridor Seg 1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/16/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

05/16/2024 12:32 PM

05/16/2024 01:41 PM

Started On: 05/16/2024 10:47 AM

WORK AUTHORIZATION NO. 03

WILLIAMSON COUNTY CORRIDOR PROJECT: Chandler Corridor Segment 1 (SH 130 to CR 101)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated March 19, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying, Inc. (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 \$9,900.00.

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 **on the date of final acceptance and full execution of the parties hereto** and shall terminate on **8/31/2024**. 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:

Diamond Surveying, Inc.

COUNTY:

Williamson County, Texas

By: Shane Shafer
Signature

Shane Shafer
Printed Name

President
Title

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CHANDLER CORRIDOR (Chandler Road at FM 1660), Segment 1

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. Provide aluminum caps for iron rods, if applicable.
8. Provide granted ROEs (and submitted Notice of Entries, if applicable) for landowner(s) for the project.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
CHANDLER CORRIDOR (Chandler Road at FM 1660), Segment 1

a. FIELD SURVEYING:

- Surveyor will perform sufficient research to reconstruct the existing right-of-way lines and property lines from record information.
- Surveyor will locate existing control established for the Chandler Corridor project and reconcile any discrepancies found.
- Surveyor will perform sufficient survey field boundary surveying for the project site to locate the record boundaries on the ground.
- Surveyor will perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries.
- Surveyor will review and perform Quality Control and Assurance measures for accuracy.
- Surveyor will perform sufficient field and office tasks to generate metes and bounds descriptions with survey plat for up to one (1) acquisition parcel (WCAD R#020975 – Fuessel Holdings, LLC).
- Surveyor will find or set property corners monumenting the boundary of the acquisition parcel as required by the rules and regulations of the Texas Board of Professional Engineers and Land Surveyors.
- Surveyor will review title commitment provided by the County for the acquisition parcel.
- Easements and fee strips must be shown and identified by width, owner, and recording data.
- Building lines or set-back lines must be shown and identified.
- Visible improvements located within the proposed right-of-way corridor or within 25 feet of a proposed right-of-way line must be shown and identified for the parcel acquisition area.
- Structures must be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

- Structures which are severed by a proposed right-of-way line must be dimensioned to the extent necessary to completely delineate the severed parts.
- Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line must be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.
- In cases where structures are located outside the proposed right-of-way corridor and within ten (10) feet of a proposed right-of-way line, the shortest distance between the structures and the proposed right-of-way line must be shown.
- If a structure is an element of the planimetric furnished to the Surveyor by the County, the Surveyor may snap to the structure to determine the shortest distance to the proposed right-of-way line. However, if the distance is less than three (3) feet, the Surveyor shall verify the distance in the field.

b. DELIVERABLES:

- Draft Parcel Acquisition Document (pdf), by June 30, 2024
- Final Signed and Sealed Parcel Acquisition Document (pdf), by July 20, 2024.

Attachment C
Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Standard Land Survey will be delivered within 10 to 15 working days upon receipt of executed agreement and right-of-entry.

Land Title Survey will be delivered within 5 to 7 working days upon receipt of latest commitment for title insurance for the Subject Tract.

ATTACHMENT D

RATE SCHEDULE

◇ *Diamond Surveying, Inc.*

SHANE SHAFER, R.P.L.S., PRESIDENT

116 SKYLINE ROAD, GEORGETOWN, TX 78628

OFFICE: (512) 931-3100

T.B.P.E.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2024, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$170.00 per hour
Project Manager.....	\$150.00 per hour
Project Surveyor.....	\$115.00 per hour
Senior CADD Technician.....	\$135.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$130.00 per hour
2-Man Field Party.....	\$170.00 per hour
3-Man Field Party.....	\$200.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Surveyor must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor’s written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued Basis of Estimate

Schedule B Item No. 2: Standard Land Survey – 1 Parcel

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform Research, Deed Plots, Prepare Standard Land Survey	Sr. CADD Tech	20	Hours	\$135.00	\$2,700.00	
2	Perform Fieldwork to Find existing monumentation, Improvements	2-Man Field Party	24	Hours	\$170.00	\$4,080.00	
3	Monitor & Review Standard Land Survey	Project Manager	3	Hours	\$150.00	\$450.00	Subtotal \$7,230.00

Schedule B Item No. 3: Final Land Title Survey – 1 Parcel

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Address Title Commitment to prepare Final Land Title Surveys	Sr. CADD Tech	10	Hours	\$135.00	\$1,350.00	
2	Set appropriate monumentation for Right-of-Way Acquisition Parcels	2-Man Field Party	4	Hours	\$170.00	\$680.00	
3	Monitor & Review Land Title Surveys	Project Manager	2	Hours	\$150.00	\$300.00	
2	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	2	Hours	\$170.00	\$340.00	Subtotal \$2,670.00

Total Amount: \$9,900.00

Commissioners Court - Regular Session**19.****Meeting Date:** 05/21/2024

EMS Week

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 19-25, 2024 as Emergency Medical Services Week.

Background

Consider approving the WilCo EMS resolution recognizing May 19-25, 2024 as Emergency Medical Services Week. EMS is a vital public service. The WilCo EMS System is ready to provide lifesaving care to those in need 24-hours a day, seven days a week; and access to quality emergency care improves the survival and recovery rate of those experiencing sudden illness or injury.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

EMS Week Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 05/02/2024

Reviewed By

Becky Pruitt

Date

05/02/2024 11:34 AM

Started On: 05/02/2024 10:10 AM



State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 21st day of May 2024, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of the Williamson County EMS system are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the Williamson County Emergency Communications 911 telecommunicators and their peers throughout the county ensure lifesaving help is a phone call away; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency medical technicians at Williamson County EMS and its partner first responder organizations; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, Be It Resolved that the Williamson County Commissioners Court declares the week of May 19-25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK

We encourage the community to get to know their EMS providers.

RESOLVED THIS 21st DAY OF MAY 2024

Attest: _____
Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session**20.****Meeting Date:** 05/21/2024

Randy Leavitt Engagement Agreement

Submitted By: Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of The Law Office of Randy T. Leavitt to provide legal representation and consulting services to Williamson County, its officials and employees in relation to civil, administrative and other legal matters; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Engagement Letter - Randy T. Leavitt

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:51 PM

Started On: 05/16/2024 11:18 AM

THE LAW OFFICES OF RANDY T. LEAVITT

**1301 Rio Grande
Austin, Texas 78701
randy@randyleavitt.com**

Board Certified - Criminal Law
Texas Board of Legal Specialization

Telephone: (512) 476-4475
Facsimile: (512) 542-3372

May 15, 2024

Williamson County Commissioners Court
Williamson County Courthouse
710 S. Main St.
Georgetown, TX 78626

Re: Legal Representation and Consulting Services

Dear Judge Gravell and County Commissioners:

Thank you for inviting me to represent you. I will be representing you in this matter pursuant to the following terms:

Scope of Engagement and Services. You have requested that I provide legal counsel and advice to Williamson County and the members of the Williamson County Commissioners Court and its employees in relation to litigation matters and non-litigation matters. My representation will involve representation and consulting services to Williamson County, its officials and employees in relation to civil, administrative and other legal matters that may arise from time to time. I will be the primary attorney handling the representation in this matter but I reserve the right, however, to associate other attorneys either in my firm or outside my firm if such becomes necessary.

While I cannot guarantee the success of any particular matter in which I am engaged, I will do my best to provide you with prompt and valuable service. I promise to return phone calls promptly. I promise to send you copies of documents I create or receive with respect to the Engagement. I promise to keep you fully informed and to give you a fair and accurate accounting of work performed in connection with the Engagement. I promise to manage the Engagement so as to minimize cost, consistent with giving you the finest legal representation that I can deliver.

Fees. I promise to charge only a reasonable fee for my services. In determining my fee, I consider the time, skill and effort required, as well as the nature of our professional relationship and the fact that my representation of you might preclude me from engaging in other representations. You have agreed to pay a fee of \$600.00 per hour. I invoice in one quarter hour (.25) increments. I may also utilize law clerks and legal assistants on this case on such matters that do not require the time of an attorney. Such clerks or legal assistants will bill at the rate of \$175.00 per hour. I undertake to work closely with you in order to minimize time spent on ministerial and administrative matters.

Expenses. I do not charge for such ordinary office expenses as long-distance telephone calls and facsimiles. Other direct expenses including photocopies, filing fees, delivery fees and travel expenses (outside of Austin), are reimbursable.

Attorney Work Product. All work performed in connection with the Engagement constitutes Attorney Work Product and shall be accorded the confidentiality and protection attached therewith. In this regard, unless directed by a court of competent jurisdiction, I will not disclose any of the information or data to any person other than you without your express written consent.

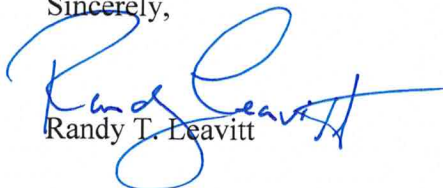
Termination of Representation. You may terminate our relationship at any time by delivery of a written notice of termination to me, and be responsible only for any unpaid fees and expenses and work in progress on the date of notification. I may withdraw from your representation for failure to pay legal fees and expense, or at any other time, consistent with the Rules of Professional Conduct applicable to lawyers, by providing written notice to you.

Misconduct. The State Bar of Texas investigates and prosecutes misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 for more information.

The terms of this letter agreement may be altered only by a writing signed by each of us.

Please review this letter and if it meets with your approval, sign and return a copy to me. I sincerely look forward to working with you, and I appreciate your entrusting me with your legal needs.

Sincerely,


Randy T. Leavitt

Agreed and accepted:

By: _____
As Presiding Officer
of the Williamson County
Commissioners Court

Date: _____

Commissioners Court - Regular Session**21.****Meeting Date:** 05/21/2024

EMS Medic 42 New Building - Supplemental Agreement No. 2

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a Supplemental Agreement No. 2 for design services between Williamson County and The Lawrence Group of Architects of Austin, Inc. relating to EMS Medic 42 (P602) New Building.

Background

This Supplemental Agreement No. 2 is made to compensate the contractor for design services, with a substantial completion date of 7/1/24, and a contract sum of \$25,500.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

EMS Medic 42 New Building

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 05/16/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

05/15/2024 12:12 PM

05/16/2024 10:08 AM

Started On: 05/15/2024 11:57 AM



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

RECITALS

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **9/19/2023** ("Agreement");

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

WHEREAS, County now wishes to **revise floor plan drawings to reduce building size within budget**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

1. Revised Site Plan.
2. Revised Floor Plan.
3. Revised RCP.
4. Revised Elevations.
5. Revised Building Sections.
6. Revised door schedule.
7. Revised 1 rendering.
8. Revised Cost Estimate.

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twenty-Five Thousand Five Hundred Dollars (\$25,500.)**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before **July 1st, 2024**.

ARTICLE 4 TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms

and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

The Lawrence Group Architects of Austin, Inc.

By:  _____
Signature

Luma Jaffar _____
Printed Name

Managing Principal _____
Title

Date Signed: 5/15/2024 _____

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

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)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

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

Commissioners Court - Regular Session**22.****Meeting Date:** 05/21/2024

Budget Amendment Non Departmental

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

This amendment is to account for Insurance proceeds received and pending finalization of repairs related to the September 24, 2023 Hail Storm Property Damage roof repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	\$615,554.63

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:50 PM

Started On: 05/16/2024 11:13 AM

Commissioners Court - Regular Session**23.****Meeting Date:** 05/21/2024

Budget Amendment Non Departmental

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

These funds represent the insurance proceeds that have been received to date and the balance to be paid upon completion of the repairs to the roofs damaged by the September 24, 2023 Hail Storm.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facility Repairs	\$615,554.63

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:52 PM

Started On: 05/16/2024 11:30 AM

Commissioners Court - Regular Session**24.****Meeting Date:** 05/21/2024

Line Item Transfer Non Departmental and Facilities Department

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

This transfer is to fund the balance of the roof repairs from the September 24, 2023 Hail Storm Damage.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.002050	Workers Comp	\$462,112.64
To	0100.0509.004510	Facility Repairs	\$462,112.64

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:52 PM

Started On: 05/16/2024 11:36 AM

Commissioners Court - Regular Session**25.****Meeting Date:** 05/21/2024

Approval of Contract for Construction with Cotton Commercial USA, Inc. DBA Target Solutions, for Hail Damage Reroofs 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, #2024198, between Williamson County and Cotton Commercial USA, Inc. DBA Target Solutions, for hail damage re-roofs for the following locations: Round Rock A, B, Texas Avenue, Round Rock Jester and Public Safety buildings for Facilities Management, in the amount of \$1,094,906.90, pursuant to Cooperative Contract – TIPS – Contract Number 21060302 and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and Cotton Commercial USA, Inc. DBA Target Solutions, is to compensate the contractor for re-roofs due to hail damage to the following locations: Round Rock A, B, Texas Avenue, Round Rock Jester and Public Safety buildings. A detailed Scope of Work is attached. Funding Source is 01.0100.0409.004509. Point of contact is Christy Matoska

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract for Construction

Form 1295 - Cotton Commercial USA, Inc. DBA Target Solutions

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacian Williams

Final Approval Date: 05/16/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

05/15/2024 09:09 PM

05/16/2024 08:32 AM

Started On: 05/13/2024 10:21 AM



CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – TIPS – Contract Number 21060302)

PROJECT: Hail Damage Reroofs – Round Rock A, B, Texas Avenue,
Round Rock Jester and Public Safety Buildings (“Project”)

GENERAL CONTRACTOR: Cotton Commercial USA, Inc. DBA Target Solutions
 (“GC”)

Justin Philpott, Chief Operating Officer
6900 N State Hwy 6
Waco, TX 76712

**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 **hail damage reroofs – Round Rock A, B, Texas Avenue, Round Rock Jester and Public Safety Buildings** (hereinafter called the “Project”). GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County’s requirements and the terms of this Contract (hereinafter collectively referred to as the “Work”).

ARTICLE 2 GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1

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

2.1.2

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

2.1.3

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

2.2 Relationship of the Parties.

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

2.3 General Conditions.

2.3.1

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

2.3.2

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

2.3.3

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

ARTICLE 3 CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Thirty-Eight (138) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

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

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars (\$ 500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

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

3.2.3

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

ARTICLE 4 THE CONTRACT SUM

4.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One Million Ninety-Four Thousand, Nine Hundred Six and 90/100 Dollars (\$1,094,906.90)**.

4.2 Contract Payments.

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

4.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **One Hundred Nine Thousand Four Hundred Ninety Dollars (\$109,490)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

4.3.1

Owner's Contingency is controlled solely by County.

4.3.2

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

4.3.3

Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

4.3.4

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

4.4 Allowable Overhead and Profit Markup on Changes in the Work.

In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

4.4.1

For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

4.4.2

For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 5 GC REPRESENTATIONS

5.1

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

5.1.1

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

5.1.2

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.1.3

GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4

GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

5.1.5

Based on the information and observations referred to in **Paragraph 5.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

5.1.6

GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

5.1.7

GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

5.1.8

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

5.2 Insurance and Bonds.

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

5.3

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

5.4

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

5.5

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

5.5.1

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

5.5.2

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

5.6

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

5.7

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

5.8

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

5.9

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

ARTICLE 6 COUNTY'S RESPONSIBILITIES

6.1 Information and Services Required of County.

6.1.1

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

6.1.2

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

6.2 Legal Requirements.

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

6.3 County's Designated Representative.

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

6.4 Architect/ Engineer.

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

ARTICLE 7 PROJECT TEAM

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

**Williamson County 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:

**Cotton Commercial USA, Inc. DBA Target Solutions
Austin Stone, Vice President of Business Development
6900 N State Hwy 6
Waco, TX 76712**

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:	Randall (Wes) Ruth
Project Superintendent:	Britt Dominguez

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: Cotton Commercial USA, Inc. DBA Target Solutions
5443 Katy Hockley Cut Off Rd.
Katy, TX 77493

Attention: Legal Dept./Contracts
With a copy to:
Cotton Commercial USA, Inc. dba Target Solutions Development
840 West Sam Houston Pkwy North, Suite 225
Houston, TX 77024
Attn: Adam Dempsey, General Counsel

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

ARTICLE 9 DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.

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

9.2 Suspension.

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

9.3 Termination.

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

9.3.1

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

9.3.2

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.

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

10.2 No Waiver of Immunity.

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

10.3 Governing Law.

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

10.4 Assignment.

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

10.5 Other Provisions.

10.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 11 SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1

This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

11.2

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract #**TIPS 21060302**; 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 # **TIPS 21060302**; 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:

Cotton Commercial USA, Inc.
DBA Target Solutions

By: 
Signature

Justin Philpott
Printed Name

Chief Operating Officer of Target Solutions
Title

Date Signed: 05-10-2024

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

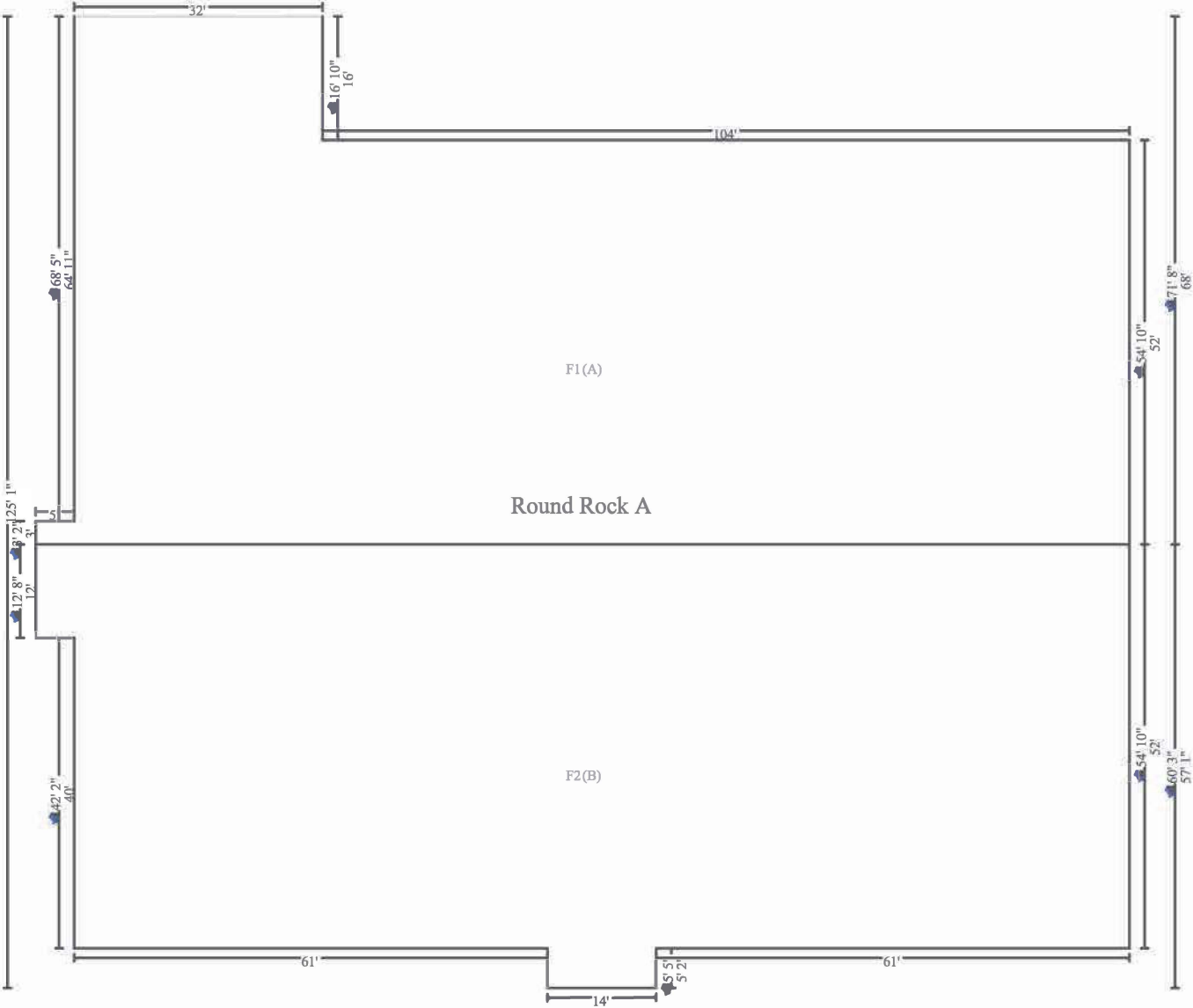
EXHIBIT A DRAWINGS, PLANS AND SPECIFICATIONS

Re-roof for Round Rock A, B (211 Commerce), WCCHD (355 Texas Avenue), Round Rock Jester and Public Safety Buildings (E Old Settlers Rd.)

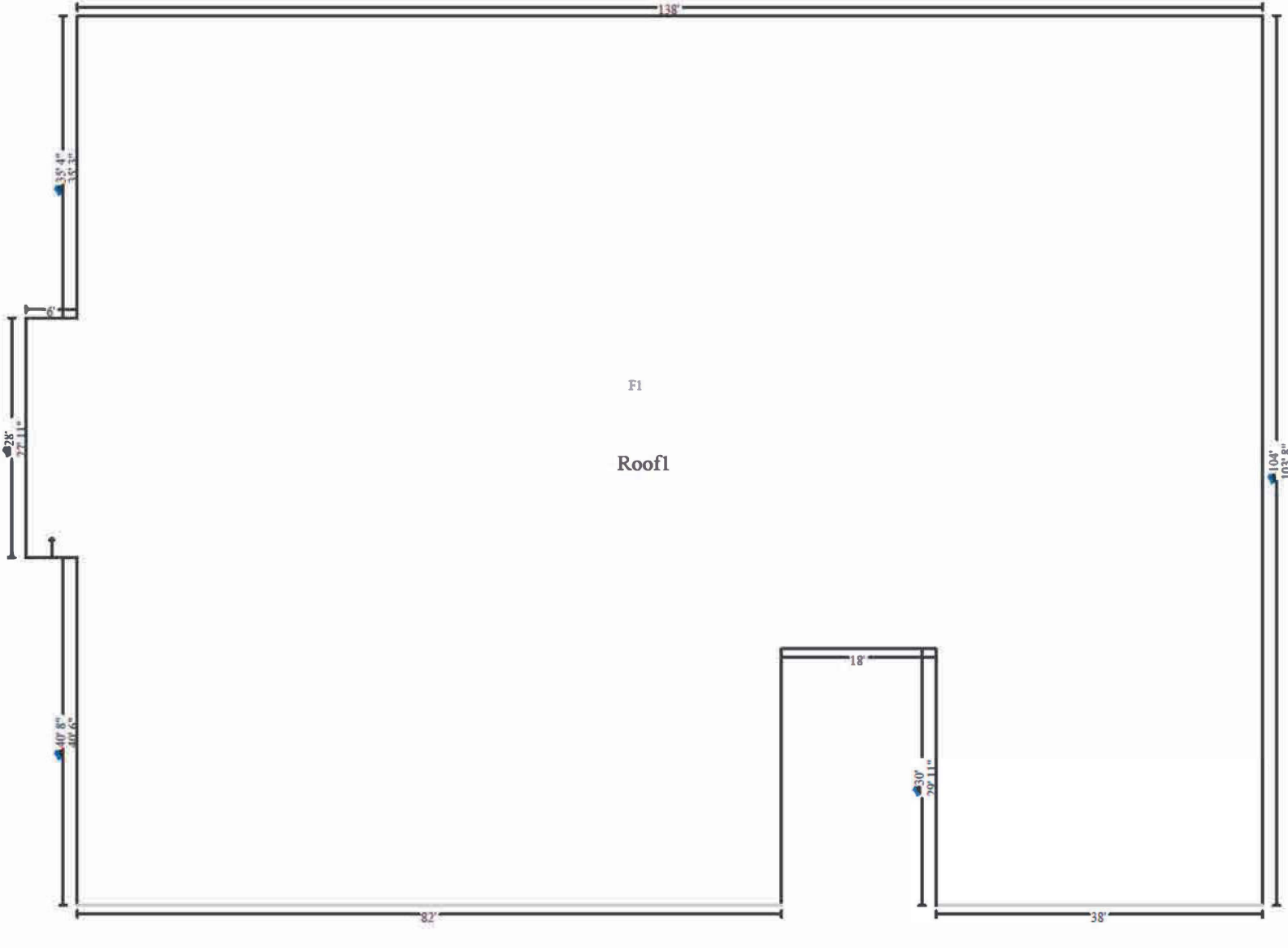
Scope of Work: Remove and replace all roofing materials and install new roofs at Round Rock A, B, 355 Texas Avenue, Round Rock Jester and Public Safety Buildings (E Old Settlers Rd.).

Pricing breakdown per roof location:

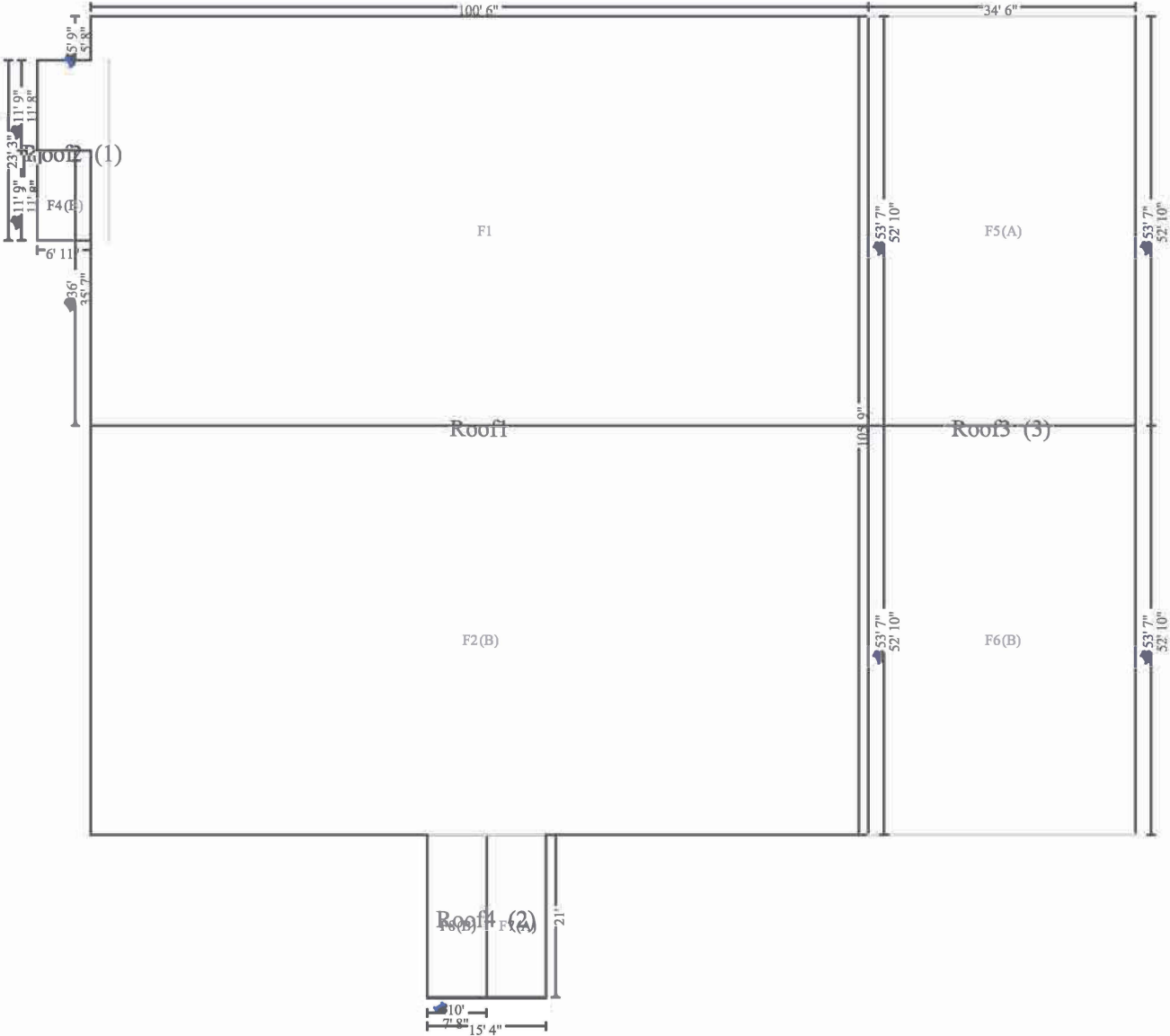
- 1. Round Rock A (211 Commerce) - \$303,322.57**
- 2. Round Rock B (211 Commerce) - 296,066.45**
- 3. WCCHD (355 Texas Ave) - \$299,912.87**
- 4. Round Rock Jester (E Old Settlers Rd.) - \$68,422.21**
- 5. Public Safety (E Old Settlers Rd.) - \$109,940.17**
- 6. Warranty, Payment and Performance Bond - \$17,242.63**



Main Level



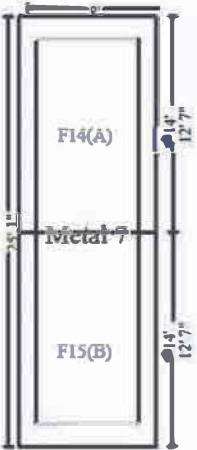
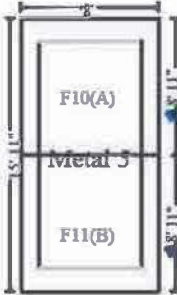
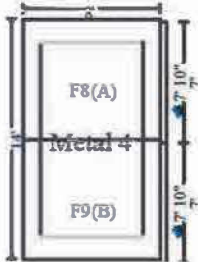
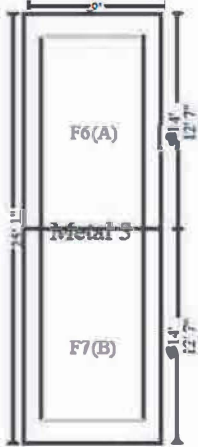
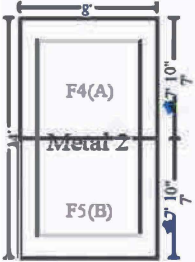
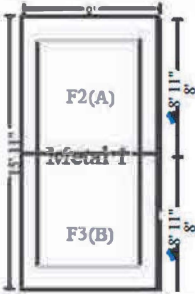
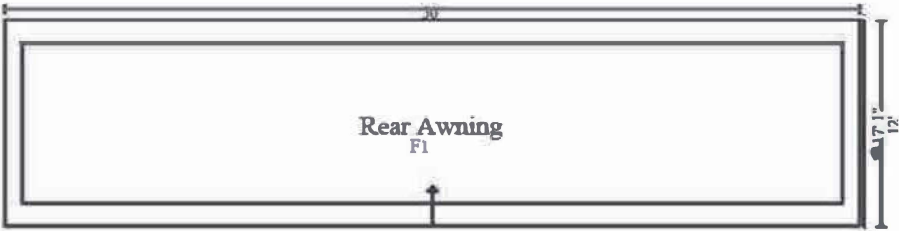
Main Level



Main Level



Main Level



Main Level

227. Warranty Bond 1.00 EA 0.00 1,077.66 0.00 0.00 - \$1,077.66

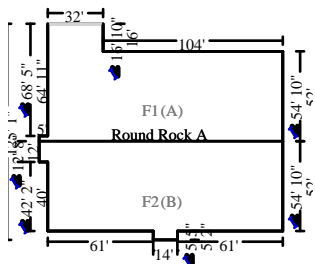
228. Payment and Performance Bond 1.00 EA 0.00 16,164.97 0.00 0.00 - \$16,164.97

Total: WILLIAMSONCOUNTY-1-5 0.00 0.00 - \$17,242.63

WILLIAMSONCOUNTY-1-5

211 Commerce RR A

Main Level



Round Rock A

15,602.41 Surface Area
545.70 Total Perimeter Length

156.02 Number of Squares
141.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Tear off membrane roofing - perim. adhered (no haul off)	149.66 SQ	40.18	0.00	0.00	1,202.66	7,216.00
2. Tear off insulation board (no haul off)	448.98 SQ	44.08	0.00	0.00	3,958.20	23,749.24
3. Single-ply membrane - Mechanically attached - 60 mil	149.66 SQ	0.00	402.35	0.00	12,043.14	72,258.84
4. Insulation - fiberglass board, 3/4"	149.66 SQ	0.00	161.53	0.00	4,834.92	29,009.50
5. Insulation - ISO board, 1 1/2"	149.66 SQ	0.00	243.19	0.00	7,279.16	43,674.98
6. Insulation - polystyrene board, 2"	149.66 SQ	0.00	262.09	0.00	7,844.88	47,069.27
7. R&R Flash parapet wall only - PVC/TPO - up to 3'	439.67 LF	2.18	14.87	0.00	1,499.28	8,995.65
8. R&R Curb flashing - PVC/TPO	96.00 LF	2.04	19.04	0.00	404.72	2,428.40
9. R&R Drip edge - PVC/TPO clad metal	104.00 LF	0.36	7.19	0.00	157.04	942.24
10. R&R Roof scupper - PVC/TPO clad aluminum	17.00 EA	13.62	196.09	0.00	713.00	4,278.07
11. R&R Cap flashing - large	601.67 LF	0.64	31.11	0.00	3,820.62	22,923.64
APPURTENANCES						
12. R&R Pipe jack flashing - PVC/TPO	25.00 EA	8.63	68.85	0.00	387.42	2,324.42
13. R&R Gravity roof ventilator - 18"	6.00 EA	9.79	360.59	0.00	444.44	2,666.72
14. R&R Furnace vent - rain cap and storm collar, 8"	1.00 EA	11.67	92.60	0.00	20.86	125.13
15. R&R Furnace vent - rain cap and storm collar, 6"	1.00 EA	11.67	85.18	0.00	19.38	116.23
16. R&R Exhaust cap - through flat roof - PVC/TPO/Rubber	6.00 EA	9.79	134.12	0.00	172.68	1,036.14
17. R&R Flat roof exhaust vent / cap - gooseneck 12"	1.00 EA	9.79	104.20	0.00	22.80	136.79
Totals: Round Rock A				0.00	44,825.20	268,951.26

North Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
No visible storm damage						
Totals: North Elevation				0.00	0.00	0.00

East Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Gutters/Downspouts						
18. R&R Gutter / downspout - box - galvanized - 6"	48.00 LF	0.55	16.27	0.00	161.48	968.84
19. R&R Conductor head - aluminum	7.00 EA	20.43	291.68	0.00	436.96	2,621.73
20. R&R Gutter / downspout - box - galvanized - 6"	70.00 LF	0.55	16.27	0.00	235.48	1,412.88
Fixtures						
21. R&R Exterior wall pack - Sodium - 250 watt	1.00 EA	15.17	382.86	0.00	79.62	477.65
HVAC Condenser Repairs						
22. Central air - condenser repair - fan guard	13.00 EA	0.00	190.48	0.00	495.24	2,971.48
23. Central air - condenser repair - Cabinet Cover	13.00 EA	0.00	327.91	0.00	852.56	5,115.39
Totals: East Elevation				0.00	2,261.34	13,567.97

West Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
No visible storm damage						
Totals: West Elevation				0.00	0.00	0.00

South Elevation

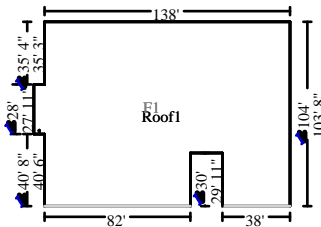
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
No visible storm damage						
Totals: South Elevation				0.00	0.00	0.00

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
24. Dumpster load - Approx. 40 yards, 7-8 tons of debris	3.00 EA	800.10	0.00	0.00	480.06	2,880.36
25. Commercial Supervision / Project Management - per hour	80.00 HR	0.00	79.64	0.00	0.00	6,371.20
26. Telehandler/forklift (per week) - no operator	3.00 WK	0.00	1,350.16	0.00	810.10	4,860.58
27. Equipment Operator - per hour	40.00 HR	0.00	85.65	0.00	685.20	4,111.20
28. General Laborer - per hour	40.00 HR	0.00	47.50	0.00	380.00	2,280.00
29. Rental equipment delivery / mobilization (Bid item)	2.00 EA	0.00	125.00	0.00	50.00	300.00
Totals: General Conditions				0.00	2,405.36	20,803.34
Total: Main Level				0.00	49,491.90	303,322.57
Total: 211 Commerce RR A				0.00	49,491.90	303,322.57

211 Commerce RR B

Main Level



Roof1

13,980.00 Surface Area
556.00 Total Perimeter Length

139.80 Number of Squares

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
30. R&R Metal roofing - Premium grade	13,969.62 SF	0.55	13.31	0.00	38,723.78	232,342.71
31. R&R Sidewall flashing for metal roofing - 26 gauge	296.00 LF	0.64	6.53	0.00	424.46	2,546.78
32. R&R Endwall flashing for metal roofing - 26 gauge	120.00 LF	1.02	7.66	0.00	208.32	1,249.92
33. R&R Closure strips for metal roofing - inside and/or outside	276.00 LF	0.90	2.43	0.00	183.82	1,102.90
34. R&R Cap flashing - large	416.70 LF	0.64	31.11	0.00	2,646.04	15,876.27
35. R&R Drip edge/gutter apron	138.00 LF	0.36	3.34	0.00	102.12	612.72

Appurtenances

36. R&R Exhaust cap - through roof - 6" to 8"	2.00 EA	9.79	117.66	0.00	50.98	305.88
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CONTINUED - Roof1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
37. R&R Roof vent - turtle type - Metal	4.00 EA	9.79	79.12	0.00	71.14	426.78
38. R&R Flashing - pipe jack - 6"	6.00 EA	7.67	73.02	0.00	96.82	580.96
39. R&R Gravity roof ventilator - 18"	1.00 EA	9.79	360.59	0.00	74.08	444.46
40. R&R Exhaust fan - Commercial - large	2.00 EA	20.43	1,080.02	0.00	440.18	2,641.08
41. R&R Flat roof exhaust vent / cap - gooseneck 12"	2.00 EA	9.79	104.20	0.00	45.60	273.58
42. R&R Furnace vent - rain cap and storm collar, 6"	4.00 EA	11.67	85.18	0.00	77.48	464.88
43. R&R Furnace vent - rain cap and storm collar, 5"	2.00 EA	11.67	78.00	0.00	35.86	215.20
Totals: Roof1				0.00	43,180.68	259,084.12

North Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
No visible storm damage						
Totals: North Elevation				0.00	0.00	0.00

East Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<u>Gutters/Downspouts</u>						
44. R&R Gutter / downspout - box - galvanized - 6"	216.00 LF	0.55	16.27	0.00	726.62	4,359.74
<u>Fixtures</u>						
45. R&R Exterior wall pack - Sodium - 250 watt	1.00 EA	15.17	382.86	0.00	79.62	477.65
<u>Window Repair</u>						
<i>Repairs to 7 typical windows on the East Elevation</i>						
46. R&R Glazing bead - Aluminum	133.00 LF	0.36	3.60	0.00	105.34	632.02
47. Glazing gasket - per LF	133.00 LF	0.00	1.66	0.00	44.16	264.94
48. R&R Metal Z flashing	31.50 LF	0.64	3.20	0.00	24.20	145.16
49. Caulking - butyl rubber	63.00 LF	0.00	4.61	0.00	58.08	348.51

HVAC Condenser Repairs

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Page: 5

CONTINUED - East Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Central air - condenser repair - fan guard	9.00 EA	0.00	190.48	0.00	342.86	2,057.18
51. Central air - condenser repair - Cabinet Cover	9.00 EA	0.00	327.91	0.00	590.24	3,541.43
Totals: East Elevation				0.00	1,971.12	11,826.63

West Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
No visible storm damage						
Totals: West Elevation				0.00	0.00	0.00

South Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<u>Window Repair</u>						
<i>Repairs to 7 typical windows on the South Elevation</i>						
52. R&R Glazing bead - Aluminum	133.00 LF	0.36	3.60	0.00	105.34	632.02
53. Glazing gasket - per LF	133.00 LF	0.00	1.66	0.00	44.16	264.94
54. R&R Metal Z flashing	31.50 LF	0.64	3.20	0.00	24.20	145.16
55. Caulking - butyl rubber	63.00 LF	0.00	4.61	0.00	58.08	348.51
<u>HVAC Condenser Repairs</u>						
56. Central air - condenser repair - fan guard	7.00 EA	0.00	190.48	0.00	266.68	1,600.04
57. Central air - condenser repair - Cabinet Cover	7.00 EA	0.00	327.91	0.00	459.08	2,754.45
Totals: South Elevation				0.00	957.54	5,745.12

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
58. Dumpster load - Approx. 40 yards, 7-8 tons of debris	3.00 EA	800.10	0.00	0.00	480.06	2,880.36
59. Commercial Supervision / Project Management - per hour	80.00 HR	0.00	79.64	0.00	0.00	6,371.20

CONTINUED - General Conditions

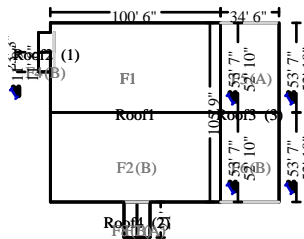
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
60. General Laborer - per hour	40.00 HR	0.00	47.50	0.00	380.00	2,280.00
61. Rental equipment delivery / mobilization (Bid item)	2.00 EA	0.00	125.00	0.00	50.00	300.00
62. Boom or spider lift - 30'-45' reach (per week)	2.00 WK	0.00	1,113.81	0.00	445.52	2,673.14
63. Equipment Operator - per hour	40.00 HR	0.00	85.65	0.00	685.20	4,111.20
64. Temporary toilet (per month)	2.00 MO	0.00	191.12	0.00	76.44	458.68
65. Temporary hand washing station (per month)	1.00 MO	0.00	280.00	0.00	56.00	336.00
Totals: General Conditions				0.00	2,173.22	19,410.58
Total: Main Level				0.00	48,282.56	296,066.45
Total: 211 Commerce RR B				0.00	48,282.56	296,066.45

335 Tx Ave

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
66. Upgrade to Concealed Fastener System	1.00 EA	0.00	76,315.92	0.00	0.00	76,315.92
Total: Main Level				0.00	0.00	76,315.92



Roof1

15,050.20 Surface Area
683.96 Total Perimeter Length

150.50 Number of Squares
162.90 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
67. Remove Metal roofing - ribbed - 26 gauge - 1 1/8" to 1 1/2"	15,232. SF 72	0.55	0.00	0.00	1,675.60	10,053.60
68. Remove Additional charge for steep roof - 7/12 to 9/12 slope	4.20 SQ	15.22	0.00	0.00	12.78	76.70
69. Remove Additional charge for high roof (2 stories or greater)	152.33 SQ	5.77	0.00	0.00	175.78	1,054.72
70. Metal roofing - ribbed - 26 gauge - 1 1/8" to 1 1/2"	15,232. SF 72	0.00	8.30	0.00	25,286.32	151,717.90

CONTINUED - Roof1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
71. Additional charge for steep roof - 7/12 to 9/12 slope	4.20 SQ	0.00	57.92	0.00	48.66	291.92
72. Additional charge for high roof (2 stories or greater)	152.33 SQ	0.00	25.59	0.00	779.62	4,677.74
73. R&R Hip / Ridge cap - metal roofing	170.50 LF	4.19	7.31	0.00	392.16	2,352.92
74. R&R Counterflashing - Apron flashing	127.16 LF	0.64	12.74	0.00	340.28	2,041.68
75. R&R Closure strips for metal roofing - inside and/or outside	644.67 LF	0.90	2.43	0.00	429.36	2,576.11
76. R&R Gable trim for metal roofing - 26 gauge	366.00 LF	0.90	5.07	0.00	437.00	2,622.02
77. R&R Ridge end cap for metal roofing	4.00 EA	5.84	30.71	0.00	29.24	175.44
Appurtenances						
78. R&R Neoprene pipe jack flashing for metal roofing	3.00 EA	8.63	73.00	0.00	48.98	293.87
Gutters						
79. R&R Gutter / downspout - box - galvanized - 7" to 8"	328.16 LF	0.55	20.96	0.00	1,411.74	8,470.46
Totals: Roof1				0.00	31,067.52	186,405.08

North Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Window Repair						
<i>Repairs to 2 typical windows on the North Elevation</i>						
80. R&R Glazing bead - Aluminum	64.00 LF	0.36	3.60	0.00	50.68	304.12
81. Glazing gasket - per LF	64.00 LF	0.00	1.66	0.00	21.24	127.48
82. R&R Metal Z flashing	12.00 LF	0.64	3.20	0.00	9.22	55.30
83. Caulking - butyl rubber	24.00 LF	0.00	4.61	0.00	22.12	132.76
Totals: North Elevation				0.00	103.26	619.66

East Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Window Repair						
<i>Repairs to 3 typical windows on the East Elevation</i>						

CONTINUED - East Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
84. R&R Glazing bead - Aluminum	96.00 LF	0.36	3.60	0.00	76.04	456.20
85. Glazing gasket - per LF	96.00 LF	0.00	1.66	0.00	31.88	191.24
86. R&R Metal Z flashing	18.00 LF	0.64	3.20	0.00	13.82	82.94
87. Caulking - butyl rubber	36.00 LF	0.00	4.61	0.00	33.20	199.16
HVAC Condenser Repairs						
88. Central air - condenser repair - fan guard	7.00 EA	0.00	190.48	0.00	266.68	1,600.04
89. Central air - condenser repair - Cabinet Cover	7.00 EA	0.00	327.91	0.00	459.08	2,754.45
90. Comb and straighten a/c condenser fins - with trip charge	1.00 EA	0.00	182.36	0.00	36.48	218.84
91. Comb and straighten a/c condenser fins - w/out trip charge	1.00 EA	0.00	78.12	0.00	15.62	93.74
Totals: East Elevation				0.00	932.80	5,596.61

West Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Window Repair						
<i>Repairs to typical windows on the West Elevation</i>						
92. R&R Glazing bead - Aluminum	128.00 LF	0.36	3.60	0.00	101.38	608.26
93. Glazing gasket - per LF	128.00 LF	0.00	1.66	0.00	42.50	254.98
94. R&R Metal Z flashing	24.00 LF	0.64	3.20	0.00	18.44	110.60
95. Caulking - butyl rubber	48.00 LF	0.00	4.61	0.00	44.26	265.54
Totals: West Elevation				0.00	206.58	1,239.38

South Elevation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Gutters/Downspouts						
96. Gutter / downspout - box - galvanized - 7" to 8"	34.00 LF	0.00	20.96	0.00	142.52	855.16
Window Repair						
<i>Repairs to 1 typical windows on the South Elevation</i>						
97. R&R Glazing bead - Aluminum	32.00 LF	0.36	3.60	0.00	25.34	152.06

CONTINUED - South Elevation

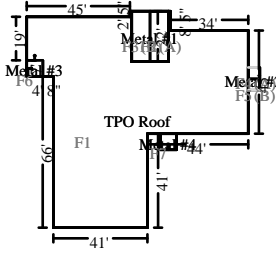
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
98. Glazing gasket - per LF	32.00 LF	0.00	1.66	0.00	10.62	63.74
99. R&R Metal Z flashing	6.00 LF	0.64	3.20	0.00	4.60	27.64
100. Caulking - butyl rubber	12.00 LF	0.00	4.61	0.00	11.06	66.38
HVAC Condenser Repairs						
101. Central air - condenser repair - fan guard	9.00 EA	0.00	190.48	0.00	342.86	2,057.18
102. Central air - condenser repair - Cabinet Cover	9.00 EA	0.00	327.91	0.00	590.24	3,541.43
Totals: South Elevation				0.00	1,127.24	6,763.59

General conditions'

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
103. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	800.10	0.00	0.00	320.04	1,920.24
104. Commercial Supervision / Project Management - per hour	120.00 HR	0.00	79.64	0.00	0.00	9,556.80
105. General Laborer - per hour	40.00 HR	0.00	47.50	0.00	380.00	2,280.00
106. Rental equipment delivery / mobilization (Bid item)	2.00 EA	0.00	125.00	0.00	50.00	300.00
107. Boom or spider lift - 30'-45' reach (per week)	3.00 WK	0.00	1,113.81	0.00	668.28	4,009.71
108. Equipment Operator - per hour	40.00 HR	0.00	85.65	0.00	685.20	4,111.20
109. Temporary toilet (per month)	2.00 MO	0.00	191.12	0.00	76.44	458.68
110. Temporary hand washing station (per month)	1.00 MO	0.00	280.00	0.00	56.00	336.00
Totals: General conditions'				0.00	2,235.96	22,972.63
Total: Main Level				0.00	35,673.36	299,912.87
Total: 335 Tx Ave				0.00	35,673.36	299,912.87

1781 E Old Settlers

Main Level

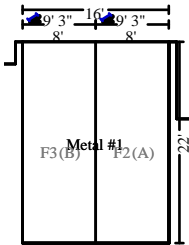


TPO Roof

5,757.32 Surface Area
352.11 Total Perimeter Length

57.57 Number of Squares

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
111. R&R Cap flashing - large	385.01 LF	0.64	31.11	0.00	2,444.82	14,668.89
Appurtenances						
112. R&R Gravity roof ventilator - 18"	1.00 EA	9.79	360.59	0.00	74.08	444.46
113. R&R Exhaust fan - Commercial	3.00 EA	20.43	805.94	0.00	495.82	2,974.93
114. R&R Exhaust fan - cone style 36" 6 blade, galvanized	10.00 EA	40.87	1,896.27	0.00	3,874.28	23,245.68
115. Comb and straighten a/c condenser fins - with trip charge	1.00 EA	0.00	182.36	0.00	36.48	218.84
116. Comb and straighten a/c condenser fins - w/out trip charge	1.00 EA	0.00	78.12	0.00	15.62	93.74
117. Central air - condenser repair - fan guard	4.00 EA	0.00	190.48	0.00	152.38	914.30
Totals: TPO Roof				0.00	7,093.48	42,560.84



Metal #1

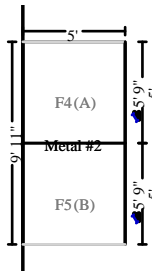
407.00 Surface Area
81.00 Total Perimeter Length

4.07 Number of Squares
22.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
118. R&R Metal roofing - Premium grade	407.45 SF	0.55	13.31	0.00	1,129.46	6,776.72
119. Remove Additional charge for high roof (2 stories or greater)	4.07 SQ	5.77	0.00	0.00	4.70	28.18
120. Remove Additional charge for steep roof - 7/12 to 9/12 slope	4.07 SQ	15.22	0.00	0.00	12.40	74.35
121. Additional charge for high roof (2 stories or greater)	4.07 SQ	0.00	25.59	0.00	20.84	124.99
122. Additional charge for steep roof - 7/12 to 9/12 slope	4.07 SQ	0.00	57.92	0.00	47.14	282.87
123. R&R Drip edge	38.47 LF	0.36	3.23	0.00	27.64	165.75

CONTINUED - Metal #1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
124. R&R Hip / Ridge cap - metal roofing	22.00 LF	4.19	7.31	0.00	50.60	303.60
125. R&R Gable trim for metal roofing - 26 gauge	16.00 LF	0.90	7.36	0.00	26.44	158.60
126. R&R Counterflashing - Apron flashing	16.00 LF	0.64	12.74	0.00	42.80	256.88
127. R&R Wrap custom fascia with aluminum (PER LF)	28.85 LF	0.55	20.78	0.00	123.08	738.45
Totals: Metal #1				0.00	1,485.10	8,910.39

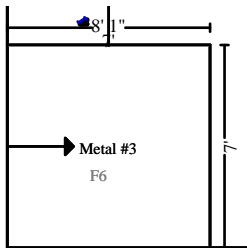


Metal #2

57.67 Surface Area
21.53 Total Perimeter Length

0.58 Number of Squares
5.01 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
128. R&R Metal roofing - Premium grade	57.87 SF	0.55	13.31	0.00	160.42	962.50
129. R&R Drip edge	33.15 LF	0.36	3.23	0.00	23.80	142.80
130. R&R Hip / Ridge cap - metal roofing	5.00 LF	4.19	7.31	0.00	11.52	69.02
131. R&R Gable trim for metal roofing - 26 gauge	10.00 LF	0.90	7.36	0.00	16.52	99.12
132. R&R Counterflashing - Apron flashing	10.00 LF	0.64	12.74	0.00	26.76	160.56
133. R&R Wrap custom fascia with aluminum (PER LF)	24.86 LF	0.55	20.78	0.00	106.06	636.32
Totals: Metal #2				0.00	345.08	2,070.32



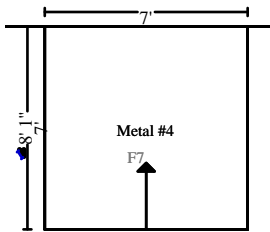
Metal #3

56.73 Surface Area
30.21 Total Perimeter Length

0.57 Number of Squares

CONTINUED - Metal #3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
134. R&R Metal roofing - Premium grade	56.72 SF	0.55	13.31	0.00	157.22	943.36
135. R&R Drip edge	22.65 LF	0.36	3.23	0.00	16.28	97.59
136. R&R Gable trim for metal roofing - 26 gauge	16.21 LF	0.90	7.36	0.00	26.78	160.68
137. R&R Counterflashing - Apron flashing	7.00 LF	0.64	12.74	0.00	18.74	112.40
138. R&R Wrap custom fascia with aluminum (PER LF)	22.65 LF	0.55	20.78	0.00	96.64	579.77
Totals: Metal #3				0.00	315.66	1,893.80



Metal #4

56.73 Surface Area
30.21 Total Perimeter Length

0.57 Number of Squares

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
139. R&R Metal roofing - Premium grade	56.72 SF	0.55	13.31	0.00	157.22	943.36
140. R&R Drip edge	22.65 LF	0.36	3.23	0.00	16.28	97.59
141. R&R Gable trim for metal roofing - 26 gauge	16.21 LF	0.90	7.36	0.00	26.78	160.68
142. R&R Counterflashing - Apron flashing	7.00 LF	0.64	12.74	0.00	18.74	112.40
143. R&R Wrap custom fascia with aluminum (PER LF)	22.65 LF	0.55	20.78	0.00	96.64	579.77
Totals: Metal #4				0.00	315.66	1,893.80

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
144. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA	800.10	0.00	0.00	160.02	960.12
145. Commercial Supervision / Project Management - per hour	24.00 HR	0.00	79.64	0.00	0.00	1,911.36
146. Rental equipment delivery / mobilization (Bid item)	2.00 EA	0.00	125.00	0.00	50.00	300.00

CONTINUED - General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
147. Telehandler/forklift (per week) - no operator	2.00 WK	0.00	1,350.16	0.00	540.06	3,240.38
148. Equipment Operator - per hour	40.00 HR	0.00	85.65	0.00	685.20	4,111.20
149. General Laborer - per hour	10.00 HR	0.00	47.50	0.00	95.00	570.00
Totals: General Conditions				0.00	1,530.28	11,093.06
Total: Main Level				0.00	11,085.26	68,422.21
Total: 1781 E Old Settlers				0.00	11,085.26	68,422.21

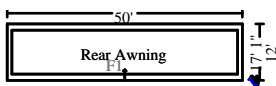
1801 E Old Settlers

Main Level

Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Roof						
150. R&R Cap flashing - large	726.00 LF	0.64	31.11	0.00	4,610.10	27,660.60
Appurtenances						
151. R&R Gravity roof ventilator - 18"	2.00 EA	9.79	360.59	0.00	148.16	888.92
152. R&R Exhaust fan - Commercial	2.00 EA	20.43	805.94	0.00	330.56	1,983.30
153. R&R Exhaust fan - cone style 36" 6 blade, galvanized	12.00 EA	40.87	1,896.27	0.00	4,649.12	27,894.80
154. Comb/straighten a/c cond. fins - w/trip charge - Large	1.00 EA	0.00	216.94	0.00	43.38	260.32
155. Comb/straighten a/c cond. fins - w/out trip charge - Large	12.00 EA	0.00	104.13	0.00	249.92	1,499.48
156. Comb and straighten a/c condenser fins - w/out trip charge	2.00 EA	0.00	78.12	0.00	31.24	187.48
Totals: Roof				0.00	10,062.48	60,374.90

Rear Awning

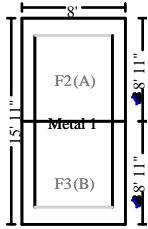


854.17 Surface Area
134.17 Total Perimeter Length

8.54 Number of Squares

CONTINUED - Rear Awning

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
157. R&R Cap flashing - large	134.17 LF	0.64	31.11	0.00	851.98	5,111.88
Totals: Rear Awning				0.00	851.98	5,111.88

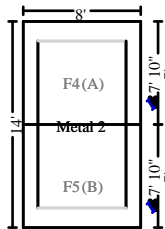


Metal 1

142.67 Surface Area
51.67 Total Perimeter Length

1.43 Number of Squares
8.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
158. R&R Metal roofing - Premium grade	143.11 SF	0.55	13.31	0.00	396.70	2,380.20
159. R&R Drip edge	38.83 LF	0.36	3.23	0.00	27.88	167.28
160. R&R Hip / Ridge cap - metal roofing	8.00 LF	4.19	7.31	0.00	18.40	110.40
161. R&R Cap flashing - large	16.00 LF	0.64	31.11	0.00	101.60	609.60
162. R&R Gable trim for metal roofing - 26 gauge	35.67 LF	0.90	7.36	0.00	58.92	353.55
163. R&R Counterflashing - Apron flashing	16.00 LF	0.64	12.74	0.00	42.80	256.88
164. R&R Ridge end cap for metal roofing	1.00 EA	5.84	30.71	0.00	7.30	43.85
Totals: Metal 1				0.00	653.60	3,921.76



Metal 2

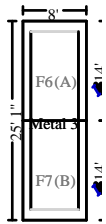
125.52 Surface Area
47.38 Total Perimeter Length

1.26 Number of Squares
8.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
165. R&R Metal roofing - Premium grade	125.22 SF	0.55	13.31	0.00	347.12	2,082.67
166. R&R Drip edge	35.48 LF	0.36	3.23	0.00	25.48	152.85

CONTINUED - Metal 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
167. R&R Hip / Ridge cap - metal roofing	8.00 LF	4.19	7.31	0.00	18.40	110.40
168. R&R Cap flashing - large	14.00 LF	0.64	31.11	0.00	88.90	533.40
169. R&R Counterflashing - Apron flashing	14.00 LF	0.64	12.74	0.00	37.48	224.80
170. R&R Gable trim for metal roofing - 26 gauge	35.48 LF	0.90	7.36	0.00	58.60	351.66
171. R&R Ridge end cap for metal roofing	1.00 EA	5.84	30.71	0.00	7.30	43.85
Totals: Metal 2				0.00	583.28	3,499.63

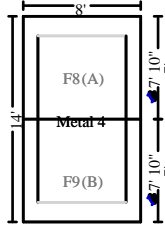


Metal 3

224.66 Surface Area
72.16 Total Perimeter Length

2.25 Number of Squares
8.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
172. R&R Metal roofing - Premium grade	223.98 SF	0.55	13.31	0.00	620.88	3,725.24
173. R&R Drip edge	54.00 LF	0.36	3.23	0.00	38.76	232.62
174. R&R Hip / Ridge cap - metal roofing	8.00 LF	4.19	7.31	0.00	18.40	110.40
175. R&R Cap flashing - large	28.00 LF	0.64	31.11	0.00	177.80	1,066.80
176. R&R Counterflashing - Apron flashing	28.00 LF	0.64	12.74	0.00	74.92	449.56
177. R&R Gable trim for metal roofing - 26 gauge	54.00 LF	0.90	7.36	0.00	89.20	535.24
178. R&R Ridge end cap for metal roofing	1.00 EA	5.84	30.71	0.00	7.30	43.85
Totals: Metal 3				0.00	1,027.26	6,163.71

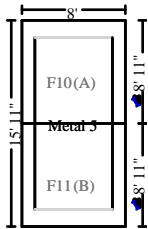


Metal 4

125.22 Surface Area
47.30 Total Perimeter Length

1.25 Number of Squares
8.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
179. R&R Metal roofing - Premium grade	125.22 SF	0.55	13.31	0.00	347.12	2,082.67
180. R&R Drip edge	35.48 LF	0.36	3.23	0.00	25.48	152.85
181. R&R Hip / Ridge cap - metal roofing	8.00 LF	4.19	7.31	0.00	18.40	110.40
182. R&R Cap flashing - large	14.00 LF	0.64	31.11	0.00	88.90	533.40
183. R&R Counterflashing - Apron flashing	14.00 LF	0.64	12.74	0.00	37.48	224.80
184. R&R Gable trim for metal roofing - 26 gauge	35.48 LF	0.90	7.36	0.00	58.60	351.66
185. R&R Ridge end cap for metal roofing	1.00 EA	5.84	30.71	0.00	7.30	43.85
Totals: Metal 4				0.00	583.28	3,499.63



Metal 5

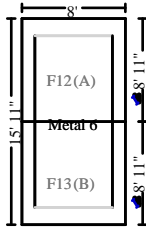
142.67 Surface Area
51.67 Total Perimeter Length

1.43 Number of Squares
8.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
186. R&R Metal roofing - Premium grade	143.11 SF	0.55	13.31	0.00	396.70	2,380.20
187. R&R Drip edge	38.83 LF	0.36	3.23	0.00	27.88	167.28
188. R&R Hip / Ridge cap - metal roofing	8.00 LF	4.19	7.31	0.00	18.40	110.40
189. R&R Cap flashing - large	16.00 LF	0.64	31.11	0.00	101.60	609.60
190. R&R Counterflashing - Apron flashing	16.00 LF	0.64	12.74	0.00	42.80	256.88
191. R&R Gable trim for metal roofing - 26 gauge	38.83 LF	0.90	7.36	0.00	64.16	384.90
192. R&R Ridge end cap for metal roofing	1.00 EA	5.84	30.71	0.00	7.30	43.85
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CONTINUED - Metal 5

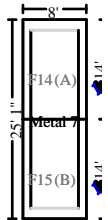
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Metal 5				0.00	658.84	3,953.11



Metal 6

142.67 Surface Area	1.43 Number of Squares
51.67 Total Perimeter Length	8.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
193. R&R Metal roofing - Premium grade	143.11 SF	0.55	13.31	0.00	396.70	2,380.20
194. R&R Drip edge	38.83 LF	0.36	3.23	0.00	27.88	167.28
195. R&R Hip / Ridge cap - metal roofing	8.00 LF	4.19	7.31	0.00	18.40	110.40
196. R&R Cap flashing - large	16.00 LF	0.64	31.11	0.00	101.60	609.60
197. R&R Counterflashing - Apron flashing	16.00 LF	0.64	12.74	0.00	42.80	256.88
198. R&R Gable trim for metal roofing - 26 gauge	38.83 LF	0.90	7.36	0.00	64.16	384.90
199. R&R Ridge end cap for metal roofing	1.00 EA	5.84	30.71	0.00	7.30	43.85
Totals: Metal 6				0.00	658.84	3,953.11



Metal 7

224.66 Surface Area	2.25 Number of Squares
72.16 Total Perimeter Length	8.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
200. R&R Metal roofing - Premium grade	224.00 SF	0.55	13.31	0.00	620.92	3,725.56
201. R&R Drip edge	54.00 LF	0.36	3.23	0.00	38.76	232.62
202. R&R Hip / Ridge cap - metal roofing	8.00 LF	4.19	7.31	0.00	18.40	110.40

CONTINUED - Metal 7

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
203. R&R Cap flashing - large	28.00 LF	0.64	31.11	0.00	177.80	1,066.80
204. R&R Counterflashing - Apron flashing	28.00 LF	0.64	12.74	0.00	74.92	449.56
205. R&R Gable trim for metal roofing - 26 gauge	54.00 LF	0.90	7.36	0.00	89.20	535.24
206. R&R Ridge end cap for metal roofing	1.00 EA	5.84	30.71	0.00	7.30	43.85
Totals: Metal 7				0.00	1,027.30	6,164.03

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
207. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	675.14	0.00	0.00	135.02	810.16
208. Commercial Supervision / Project Management - per hour	40.00 HR	0.00	79.64	0.00	0.00	3,185.60
209. General Laborer - per hour	20.00 HR	0.00	47.50	0.00	190.00	1,140.00
210. Rental equipment delivery / mobilization (Bid item)	2.00 EA	0.00	125.00	0.00	50.00	300.00
211. Boom or spider lift - 30'-45' reach (per week)	1.00 WK	0.00	1,113.81	0.00	222.76	1,336.57
212. Telehandler/forklift (per week) - no operator	1.00 WK	0.00	1,350.16	0.00	270.04	1,620.20
213. Equipment Operator - per hour	40.00 HR	0.00	85.65	0.00	685.20	4,111.20
214. Temporary toilet (per month)	2.00 MO	0.00	191.12	0.00	76.44	458.68
215. Temporary hand washing station (per month)	1.00 MO	0.00	280.00	0.00	56.00	336.00
Totals: General Conditions				0.00	1,685.46	13,298.41
Total: Main Level				0.00	17,792.32	109,940.17
Total: 1801 E Old Settlers				0.00	17,792.32	109,940.17
Line Item Totals: WILLIAMSONCOUNTY-1-5				0.00	162,325.40	1,077,664.27

Grand Total Areas:

0.00	SF Walls	0.00	SF Ceiling	0.00	SF Walls and Ceiling
0.00	SF Floor	0.00	SY Flooring	0.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	0.00	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
16,539.15	Exterior Wall Area	0.00	Exterior Perimeter of Walls		
52,950.28	Surface Area	529.50	Number of Squares	2,828.89	Total Perimeter Length
386.91	Total Ridge Length	0.00	Total Hip Length		

Coverage	Item Total	%	ACV Total	%
Commercial Property	0.00	0.00%	0.00	0.00%
Commercial Property - Code Upgrade	0.00	0.00%	0.00	0.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	0.00	0.00%	0.00	0.00%
1801 E Old Settlers	109,940.17	10.20%	109,940.17	10.20%
1781 E Old Settlers	68,422.21	6.35%	68,422.21	6.35%
211 A Commerce Cove	303,322.57	28.15%	303,322.57	28.15%
211 B Commerce Cove	296,066.45	27.47%	296,066.45	27.47%
355 Texas Ave	299,912.87	27.83%	299,912.87	27.83%
Total	1,077,664.27	100.00%	1,077,664.27	100.00%

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 plumbing walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

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

EXHIBIT B



MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
3.	Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

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

COVERAGE	PER PERSON	PER OCCURRENCE
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Bodily injury (including death)	\$1,000,000	\$1,000,000
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Property damage	\$1,000,000	\$1,000,000
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Aggregate policy limits	No aggregate limit	
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5. Builder's Risk Insurance (all-risks)

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

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

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
 - b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
 7. Umbrella coverage in the amount of not less than \$5,000,000.

D. Workers' Compensation Insurance Coverage:

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

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

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

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

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

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

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the Project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

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

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

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

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

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

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

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

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

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

- I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County

Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

2. Travel Reimbursement

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

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

3. Meals

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

4. Lodging

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

5. Airfare

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

6. Car Rental

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

7. Personal Car Usage

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT D



UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
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6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
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ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

2.6.2

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

2.6.3

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

2.6.4

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

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1

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

3.1.2

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

3.1.3

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

- .3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.
- .6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

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

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

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

3.4.2

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

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

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

3.4.3

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

3.4.4

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

3.4.5.

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

3.5 WARRANTY

3.5.1

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

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

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

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

3.5.2

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

3.6 TAXES

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

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

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

3.7.2

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

3.7.3

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

3.7.4 Concealed or Unknown Conditions

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

3.7.5

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

3.8 ALLOWANCES

3.8.1

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

3.8.2

Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1

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

3.9.2

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

3.9.3

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1

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

3.10.2

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

3.10.3

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

3.10.4

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

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

3.10.5

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

3.11 DOCUMENTS AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

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

3.12.2

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

3.12.3

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

3.12.4

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

3.12.5

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

3.12.6

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

3.12.7

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

3.12.8

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

3.12.9

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

3.12.10

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

3.13 USE OF SITE

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

3.14 CUTTING AND PATCHING

3.14.1

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

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

3.14.2

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

3.15 CLEANING UP

3.15.1

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

3.15.2

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

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

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

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

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

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

ARTICLE 4 ARCHITECT

4.1 GENERAL

4.1.1

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

4.1.2

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

4.1.3

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

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1

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

4.2.2

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

4.2.3

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

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

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

4.2.5

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

4.2.6

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

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

4.2.7

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

4.2.8

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

4.2.9

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

4.2.10

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

4.2.11

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

4.2.12

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

4.2.13

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

4.2.14

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

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1

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

5.1.2

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

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

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

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

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

5.2.2

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

5.2.3

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

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

5.2.4

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

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

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

5.3.2

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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

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

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

- .1 Contractor is in default under the Contract Documents; or
- .2 Owner has terminated the Contract in accordance with the Contract Documents; and
- .3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2

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

5.4.3

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

5.4.4

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1

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

6.1.2

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

6.1.3

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

6.2 MUTUAL RESPONSIBILITY

6.2.1

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

6.2.2

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

6.2.3

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

6.2.4

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

6.2.5

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

6.2.6

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

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1

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

7.1.2

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

7.1.3

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

7.2 CHANGE ORDERS

7.2.1

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

- .1** The change in the Work;
- .2** The amount of the adjustment, if any, in the Contract Sum; and
- .3** The extent of the adjustment, if any, in the Contract Time.

7.2.2

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

7.2.3

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

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1

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

7.3.2

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

7.3.3

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

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

- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in **Paragraph 7.3.7**.

7.3.4

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

7.3.5

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

7.3.6

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

7.3.7

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

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

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

7.3.9

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

7.3.10

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

7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

8.1 CONTRACT TIME

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

8.2 NOTICE TO PROCEED

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

8.3 WORK PROGRESS SCHEDULE

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

8.3.1 SCHEDULE REQUIREMENTS

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

- .1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.
- .2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

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

8.3.3

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

- .1** Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
- .2** Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.
- .3** Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

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

8.4.1

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

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

- .1 An increase in working forces.
- .2 An increase in equipment or tools.
- .3 An increase in hours of work or number of shifts.
- .4 Expedite delivery of materials.
- .5 Other action proposed, if acceptable to Owner.

8.4.2

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

8.5 MODIFICATION OF CONTRACT TIME

8.5.1

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

8.5.2

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

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

- A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.
 - B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.
- .2 Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:
 - A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.
 - B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.
 - C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.
 - D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.
 - E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.
 - F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.
 - G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

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

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

8.6 NO DAMAGES FOR DELAY

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

8.7 CONCURRENT DELAY

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

8.8 OTHER TIME EXTENSION REQUESTS

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

8.8.1

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

8.8.2

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

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

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

- .1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
- .2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
- .3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

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

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

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

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

8.10 LIQUIDATED DAMAGES

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

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

9.3.1

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

- .1** As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.
- .2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- .3** If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars (\$5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and
- e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

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

9.3.3

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

- .1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.
- .2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.
- .3 **Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.
- .4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

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

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

9.4.2

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

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

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
- .7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);
- .8 failure to include sufficient documentation to support the amount of payment requested for the Project;
- .9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
- .10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2

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

9.6 PROGRESS PAYMENTS

9.6.1

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

9.6.2

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

9.6.3

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

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

9.6.4

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

9.6.5

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

9.7 FAILURE OF PAYMENT

9.7.1

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

9.7.2

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

9.8 SUBSTANTIAL COMPLETION

9.8.1

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

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

9.8.2

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

9.8.3

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

9.8.4

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

9.8.5

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

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

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

9.9.2

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

9.9.3

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

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

9.10.2

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

9.10.3

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

- .1** Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2** failure of the Work to comply with the requirements of the Contract Documents; or
- .3** terms of warranties required by the Contract Documents.

9.10.4

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2

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

10.2.3

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

10.2.4

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

10.2.5

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

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

10.2.6

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

10.2.7

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

10.2.8 Injury or Damage to Person or Property

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

10.2.9

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

10.2.10

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

10.3 HAZARDOUS MATERIALS

10.3.1

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

10.3.2

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

10.3.3

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

10.3.4

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

10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

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

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

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

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

11.1.3

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

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

11.1.4

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

11.2 OWNER'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

11.3.1

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

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

- .1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.
- .2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.
- .3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was caused by Contractor’s negligence or breach of the Contract.
- .4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

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

11.3.3

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

11.4 BONDS

11.4.1

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

11.4.2

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

11.4.3

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

11.4.4 Warranty Bond.

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

11.4.5

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

11.4.6

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

11.4.7

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

11.4.8

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

11.4.9

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

11.4.10 Claims on Payment Bonds.

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

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars (\$25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

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

11.5 GENERAL REQUIREMENTS

11.5.1

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

11.5.2

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1

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

12.1.2

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

12.2 CORRECTION OF WORK

12.2.1

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

12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

12.2.3

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

12.2.4

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

12.2.5

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

12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.2 SUCCESSORS AND ASSIGNS

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

13.3 WRITTEN NOTICE

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

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

- .1 fails to commence the Work in accordance with the provisions of the Contract,
- .2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,
- .3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

- .4 fails to perform any of its obligations under the Contract,
- .5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,
- .6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,
- .7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or
- .8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2

When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to **Section 5.4**; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3

When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2

The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1

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

14.4.2

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3

Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

- .1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- .2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1

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

15.2.2

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

15.2.3

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

15.2.4

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

15.2.5 NO WAIVER OF IMMUNITY

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

Signature Certificate

Reference number: GE3GQ-5WTVA-SHAJ6-FVDS3

Signer

Justin Philpott

Email: justin.philpott@cottonteam.com

Sent:

Viewed:

Signed:

Timestamp

10 May 2024 21:17:42 UTC

10 May 2024 21:29:50 UTC

10 May 2024 21:31:07 UTC

Signature



Recipient Verification:

✓ Email verified

10 May 2024 21:29:50 UTC

IP address: 71.78.146.10

Location: McGregor, United States

Document completed by all parties on:

10 May 2024 21:31:07 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





ROOFING PROPOSAL

Williamson County
211 Commerce Blvd. A, Round Rock, TX 78664
May 07, 2024
TIPS #21060302



PROPOSAL

Description of Bid: Roof Replacements

211 Commerce Cove A

1. Remove and dispose of single ply roof system, down to the structural deck, induction welding the 60mil membrane to the Rhino Bond Plates
2. Furnish and install R25 insulation and single ply membrane roof, mechanically attached to the purlin system using self-tapping fasteners and Rhino Bond Plates
3. Remove and replace coping cap, gutters, downspouts, and penetration flashings.
4. Remove and replace condenser fan guards.

Provide contractor's General Liability and Workers Compensation Insurance.

Target Solutions will perform above scope of work. Any cost for additional work performed outside of this scope will be Client's responsibility.

BID TOTAL: (\$303,322.57)
TIPS Contract #21060302

Exclusions:

1. HVAC, Plumbing or Electrical Work
2. Deck Replacement

*Proposal is only valid for 30 days from submission date.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Target Solutions is authorized to perform the work as specified. Payment will be made as outlined in the payment terms.

Client Signature: _____ **Date:** _____

Estimator Signature: _____ **Date:** _____

The agreement is subject to all applicable laws, regulations and ordinances, and to the following special terms and conditions.

Company shall have no responsibility for damages from fire, windstorm or other hazards, as is normally contemplated to be covered by property insurance, unless specific written Agreement has been made prior to commencement of work.

According to applicable federal and state construction lien law those who work on your property or provide materials and are not paid in full have the right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full.

If you fail to pay your contractor, your contractor may also place a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Applicable federal and state construction lien law is complex and it is recommended that whenever a specific problem arises you consult an attorney.

Company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other circumstances beyond the control of the company whether of similar or dissimilar nature.

Company is not responsible for any damage below the roof due to ice dams, hail, or preexisting constructions defects during the period of any applicable warranty. This includes but is not limited to faulty AC lines, supply lines and water lines installed along the rafters or attached to the underside of the roof decking. These lines are to be installed a minimum of 4 inches below roof decks to prevent fasteners from penetrating the lines, therefore Company cannot be responsible if damage occurs to these lines during the roof construction, or any other damages caused by a penetration of one of these lines.

If roofing and sheet metal work is involved, the Client understands and agrees that the company's standard roof guarantee shall be acceptable and that all terms and provisions therein shall prevail, unless otherwise specifically agreed to in writing prior to the commencement of the work.

If this Agreement is breached or canceled by Client after the Insurer approves the replacement of the roof and prior to work commencing, Client will be liable for and agrees to pay 15% of total contract amount to the Company as compensation.

This Agreement constitutes the entire agreement between the parties. It may be changed only by written consent by both parties.

If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Any representation, statements or other communications not written in this Agreement are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this Agreement. Company has the right to order excess materials. These materials will not be charged above the Agreed Price. All excess materials belong to the Company.

"Default" – If the Client defaults in any of the terms and conditions contained herein, the company may terminate this agreement and payments made hereunder may be retained by the company as liquidated damages. If the Client owes payments to Company, Client agrees to pay attorney's fees, cost, disbursements, and interest (at prime rate as allowed by law) for the cost incurred by the Company to enforce its rights under this Agreement to collect such payments from the Client.

"Permits and licenses" – the Client hereby appoints Company as an agent to procure all necessary or appropriate permits and licenses to complete the project.

"Change Orders and Allowances" – Any changes to this Agreement, including all changes that affect the Agreed Price, must be approved in writing by both parties, indicating the change and any increase or decrease in the price. Unless otherwise agreed to in writing, all adjustments to the Agreement price shall be payable upon completion of the work.



ROOFING PROPOSAL

Williamson County
211 Commerce Blvd. B, Round Rock, TX 78664
May 07, 2024
TIPS #21060302



PROPOSAL

Description of Bid: Roof Replacements

211 Commerce Cove B

1. Remove and replace 24ga trapezoidal roof system, including gutters and downspouts.
2. Repair (14) windows at East and South elevations.
3. Remove and replace condenser fan guards.

Provide contractor's General Liability and Workers Compensation Insurance.

Target Solutions will perform above scope of work. Any cost for additional work performed outside of this scope will be Client's responsibility.

BID TOTAL: (\$ 296,066.45)

Exclusions:

1. HVAC, Plumbing or Electrical Work
2. Deck Replacement

*Proposal is only valid for 30 days from submission date.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Target Solutions is authorized to perform the work as specified. Payment will be made as outlined in the payment terms.

Client Signature: _____ **Date:** _____

Estimator Signature: _____ **Date:** _____

The agreement is subject to all applicable laws, regulations and ordinances, and to the following special terms and conditions.

Company shall have no responsibility for damages from fire, windstorm or other hazards, as is normally contemplated to be covered by property insurance, unless specific written Agreement has been made prior to commencement of work.

According to applicable federal and state construction lien law those who work on your property or provide materials and are not paid in full have the right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full.

If you fail to pay your contractor, your contractor may also place a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Applicable federal and state construction lien law is complex and it is recommended that whenever a specific problem arises you consult an attorney.

Company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other circumstances beyond the control of the company whether of similar or dissimilar nature.

Company is not responsible for any damage below the roof due to ice dams, hail, or preexisting constructions defects during the period of any applicable warranty. This includes but is not limited to faulty AC lines, supply lines and water lines installed along the rafters or attached to the underside of the roof decking. These lines are to be installed a minimum of 4 inches below roof decks to prevent fasteners from penetrating the lines, therefore Company cannot be responsible if damage occurs to these lines during the roof construction, or any other damages caused by a penetration of one of these lines.

If roofing and sheet metal work is involved, the Client understands and agrees that the company's standard roof guarantee shall be acceptable and that all terms and provisions therein shall prevail, unless otherwise specifically agreed to in writing prior to the commencement of the work.

If this Agreement is breached or canceled by Client after the Insurer approves the replacement of the roof and prior to work commencing, Client will be liable for and agrees to pay 15% of total contract amount to the Company as compensation.

This Agreement constitutes the entire agreement between the parties. It may be changed only by written consent by both parties.

If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

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ROOFING PROPOSAL

Williamson County
355 Texas Ave, Round Rock, TX 78664
May 07, 2024
TIPS #21060302



PROPOSAL

Description of Bid: Roof Replacements

355 Texas Avenue

1. Remove 26ga R-Panel roof system.
2. Replace system with new 24ga Standing Seam metal roof, standard color to be chosen by owner.
2. Remove and replace flashings, gutters, and downspouts.
3. Repair (10) windows on North and East elevations.
4. Repair condenser fan guards and comb condenser fins.

Provide contractor's General Liability and Workers Compensation Insurance.

Target Solutions will perform above scope of work. Any cost for additional work performed outside of this scope will be Client's responsibility.

BID TOTAL: (\$299,912.87)

Exclusions:

1. HVAC, Plumbing or Electrical Work
2. Deck Replacement

*Proposal is only valid for 30 days from submission date.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Target Solutions is authorized to perform the work as specified. Payment will be made as outlined in the payment terms.

Client Signature: _____ **Date:** _____

Estimator Signature: _____ **Date:** _____

The agreement is subject to all applicable laws, regulations and ordinances, and to the following special terms and conditions.

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If you fail to pay your contractor, your contractor may also place a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Applicable federal and state construction lien law is complex and it is recommended that whenever a specific problem arises you consult an attorney.

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TARGET

SOLUTIONS

A COTTON COMPANY

ROOFING PROPOSAL

Williamson County
1781 E Old Settlers Blvd, Round Rock, TX 78664
May 07, 2024
TIPS #21060302



PROPOSAL

Description of Bid: Roof Replacements

1781 E. Old Settlers Blvd

1. Remove and replace coping cap on single ply roof.
2. Comb condenser fins and replace fan guards.
3. Remove and replace associated standing seam roof systems.

Provide contractor's General Liability and Workers Compensation Insurance.

Target Solutions will perform above scope of work. Any cost for additional work performed outside of this scope will be Client's responsibility.

BID TOTAL: (\$ 68,422.21)

Exclusions:

1. HVAC, Plumbing or Electrical Work
2. Deck Replacement

*Proposal is only valid for 30 days from submission date.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Target Solutions is authorized to perform the work as specified. Payment will be made as outlined in the payment terms.

Client Signature: _____ **Date:** _____

Estimator Signature: _____ **Date:** _____

The agreement is subject to all applicable laws, regulations and ordinances, and to the following special terms and conditions.

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If you fail to pay your contractor, your contractor may also place a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Applicable federal and state construction lien law is complex and it is recommended that whenever a specific problem arises you consult an attorney.

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TARGET

SOLUTIONS

A COTTON COMPANY

ROOFING PROPOSAL

Williamson County
1801 E Old Settlers Blvd, Round Rock, TX 78664
May 7, 2024
TIPS #21060302



PROPOSAL

Description of Bid: Roof Replacements

1801 E. Old Settlers Blvd

1. Remove and replace coping cap on single ply roof.
2. Comb condenser fins and replace fan guards.
3. Remove and replace associated standing seam roof systems.

Provide contractor's General Liability and Workers Compensation Insurance.

Target Solutions will perform above scope of work. Any cost for additional work performed outside of this scope will be Client's responsibility.

BID TOTAL: (\$ 109,940.17)

Exclusions:

1. HVAC, Plumbing or Electrical Work
2. Deck Replacement

*Proposal is only valid for 30 days from submission date.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Target Solutions is authorized to perform the work as specified. Payment will be made as outlined in the payment terms.

Client Signature: _____ **Date:** _____

Estimator Signature: _____ **Date:** _____

The agreement is subject to all applicable laws, regulations and ordinances, and to the following special terms and conditions.

Company shall have no responsibility for damages from fire, windstorm or other hazards, as is normally contemplated to be covered by property insurance, unless specific written Agreement has been made prior to commencement of work.

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If you fail to pay your contractor, your contractor may also place a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Applicable federal and state construction lien law is complex and it is recommended that whenever a specific problem arises you consult an attorney.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Cotton Commercial USA Inc dba Target Solutions
Katy, TX United States

Certificate Number:
2024-1158068

Date Filed:
05/07/2024

Date Acknowledged:

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

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TIPS #21060302
Reroofing buildings

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Justin Philpott, and my date of birth is [REDACTED].

My address is [REDACTED], Waco, TX, 76712, USA.
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 7 day of May, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Cotton Commercial USA Inc dba Target Solutions
Katy, TX United States

Certificate Number:
2024-1158068

Date Filed:
05/07/2024

Date Acknowledged:
05/13/2024

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

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TIPS #21060302
Reroofing buildings

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**26.****Meeting Date:** 05/21/2024

2015 CO Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a 2015 CO transfer to move \$47,378.21 from P356 (2015 CO Non-Departmental) to P540 (Jail Magistrate). Also, to move \$16,068 from P356 (2015 Non-departmental) to P587 (Historic Courthouse Repairs).

Background

This transfer is necessary to provide additional funds for P540 (Jail Magistrate) and P587 (Historic Courthouse Repairs).

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:50 PM

Started On: 05/16/2024 11:10 AM

Commissioners Court - Regular Session**27.****Meeting Date:** 05/21/2024

2021 CIP Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a 2021 CIP transfer to close P515 (Justice Center Remodel) and move the remaining funds of \$25,837.25 to P540 (Jail Magistrate). Also, to move \$126,784.54 from P544 (JJC-Door, Intercom, and Camera) to P540 (Jail Magistrate).

Background

This transfer is necessary to close P515 (Justice Center Remodel) and to provide additional funds for P540 (Jail Magistrate).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:49 PM

Started On: 05/16/2024 11:02 AM

Commissioners Court - Regular Session**28.****Meeting Date:** 05/21/2024

2022 CIP Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a 2022 CIP transfer to close P573 (SOTC Perimeter wall and fence) and move the remaining funds of 10,765 to P576 (2022 CIP Non-departmental).

Background

This transfer is necessary to close P573 (SOTC perimeter wall and fence).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:50 PM

Started On: 05/16/2024 11:14 AM

Commissioners Court - Regular Session**29.****Meeting Date:** 05/21/2024

2023 CIP Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a 2023 CIP transfer to close P574 (SOTC Bullet Trap) and move the remaining funds of \$258 to P617 (2023 CIP Non-departmental).

Background

This transfer is necessary to close P574 (SOTC Bullet Trap).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:50 PM

Started On: 05/16/2024 11:17 AM

Commissioners Court - Regular Session**30.****Meeting Date:** 05/21/2024

Receive the May 2024 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive the May 2024 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

May 2024 Construction Summary Report

May 2024 PowerPoint Presentation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:49 PM

Started On: 05/16/2024 10:20 AM



ROAD BOND PROGRAM

Construction Summary Report

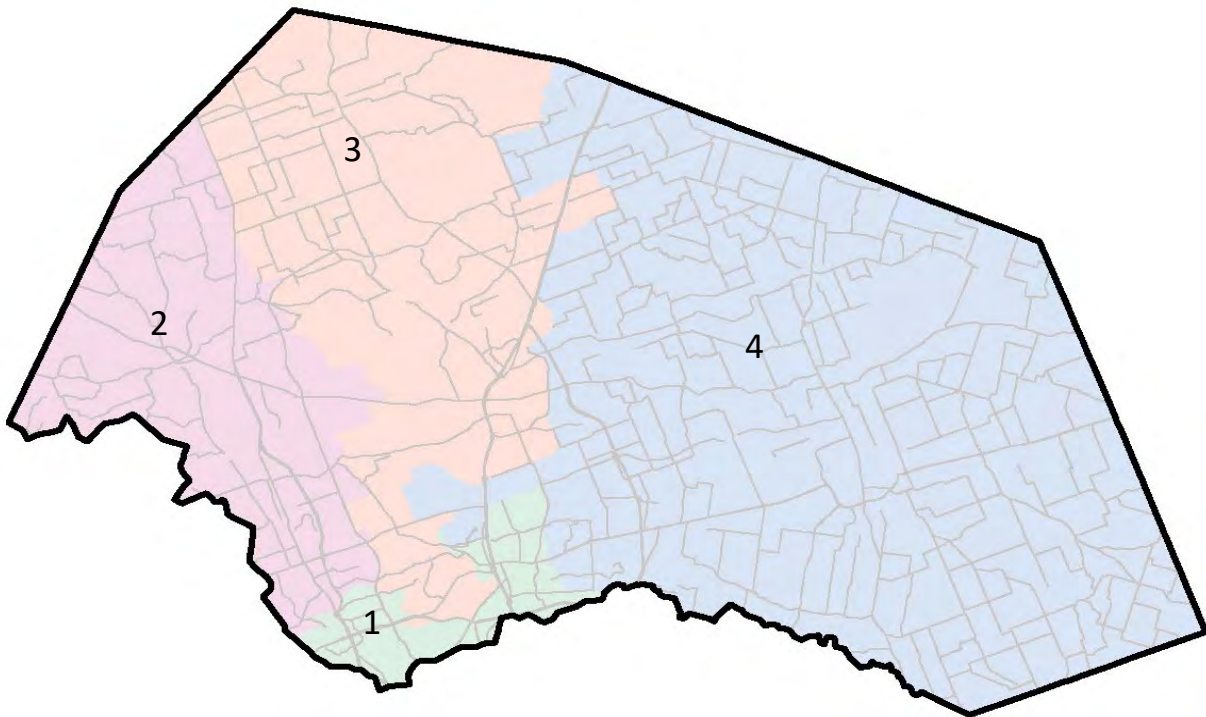
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

April 2024

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Volume XXVII - Issue No.4



Presented By:



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WILLIAMSON COUNTY

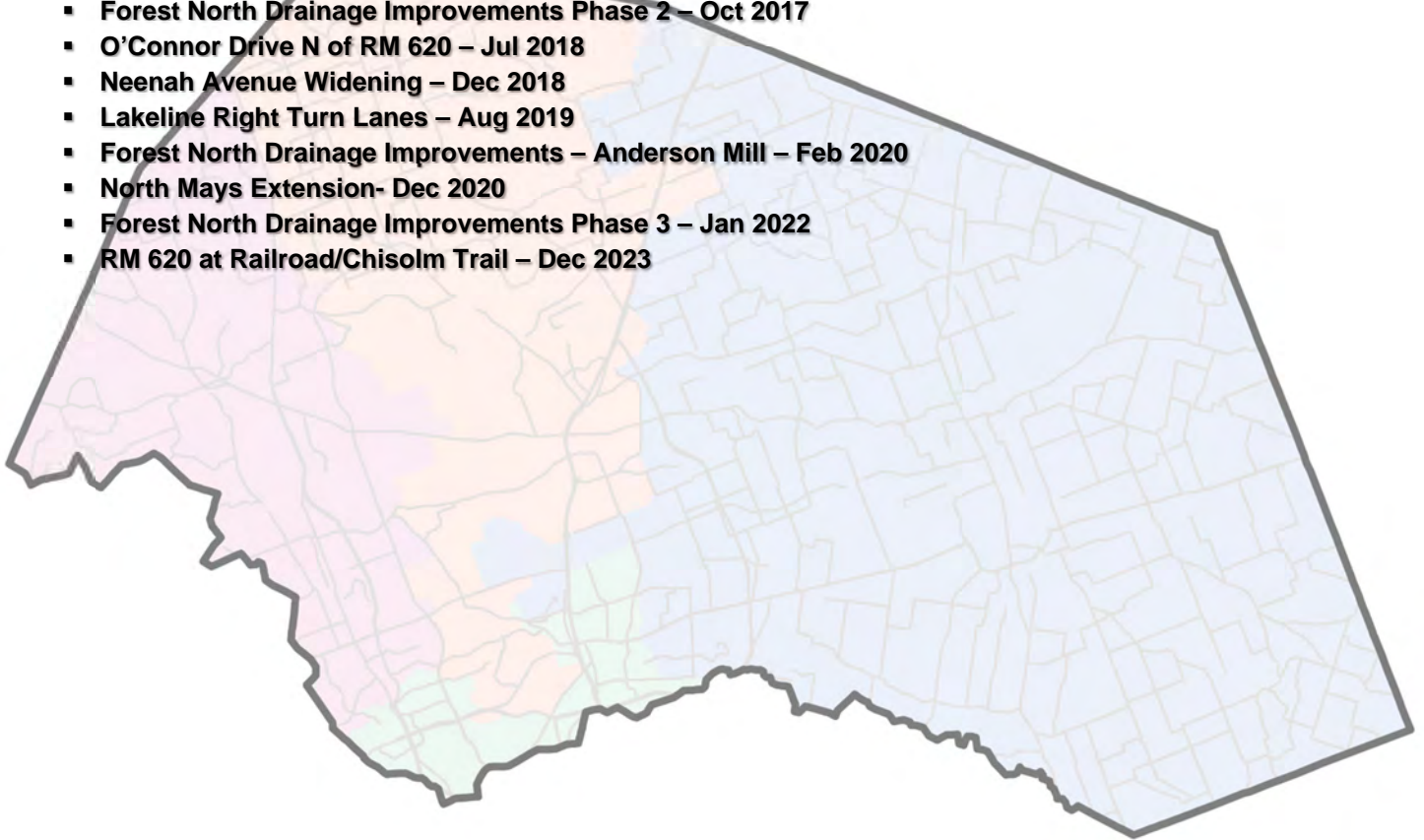
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2024

Precinct 1

- 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 APRIL 2024

Precinct 2

- 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

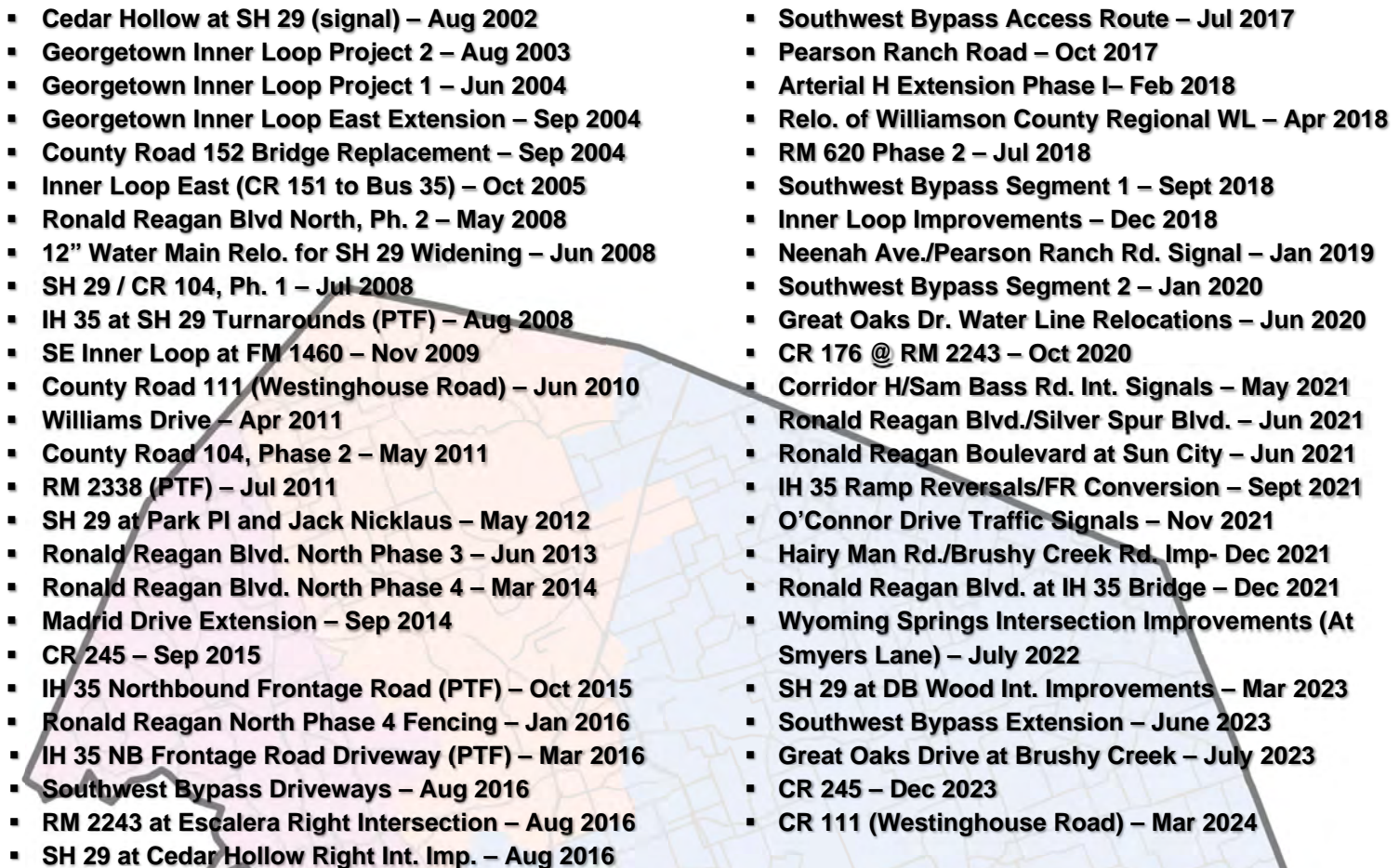
WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2024

Precinct 3

- 
- A map of Williamson County, Texas, with Precinct 3 highlighted in light blue. The map shows the county's irregular shape and internal road network. Precinct 3 is located in the western part of the county, roughly between the IH 35 corridor and the western border. The list of completed projects is organized into two columns, with the left column corresponding to the western part of Precinct 3 and the right column corresponding to the eastern part.
- 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 Pl 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) – Mar 2024

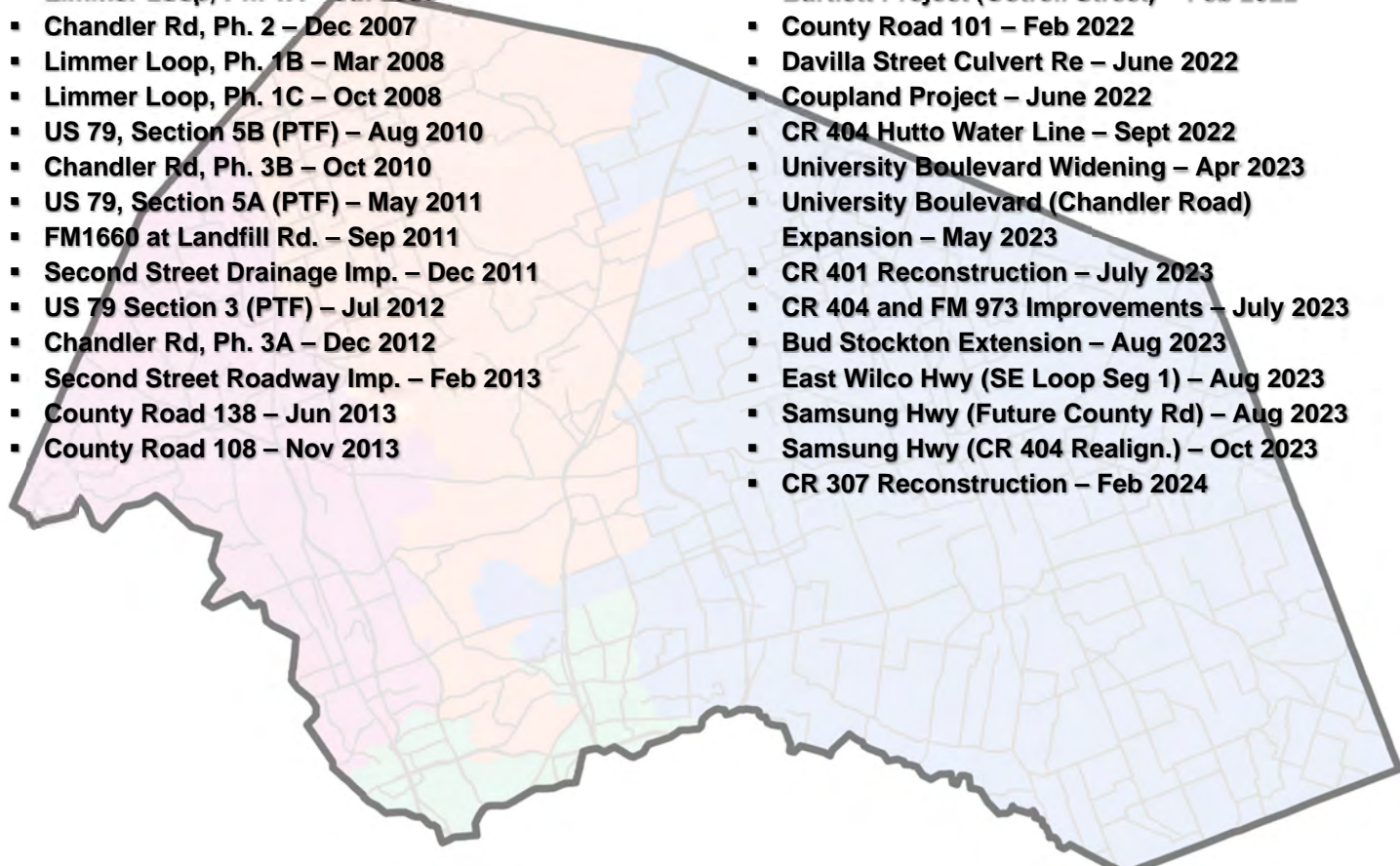
WILLIAMSON COUNTY

ROAD BOND PROGRAM

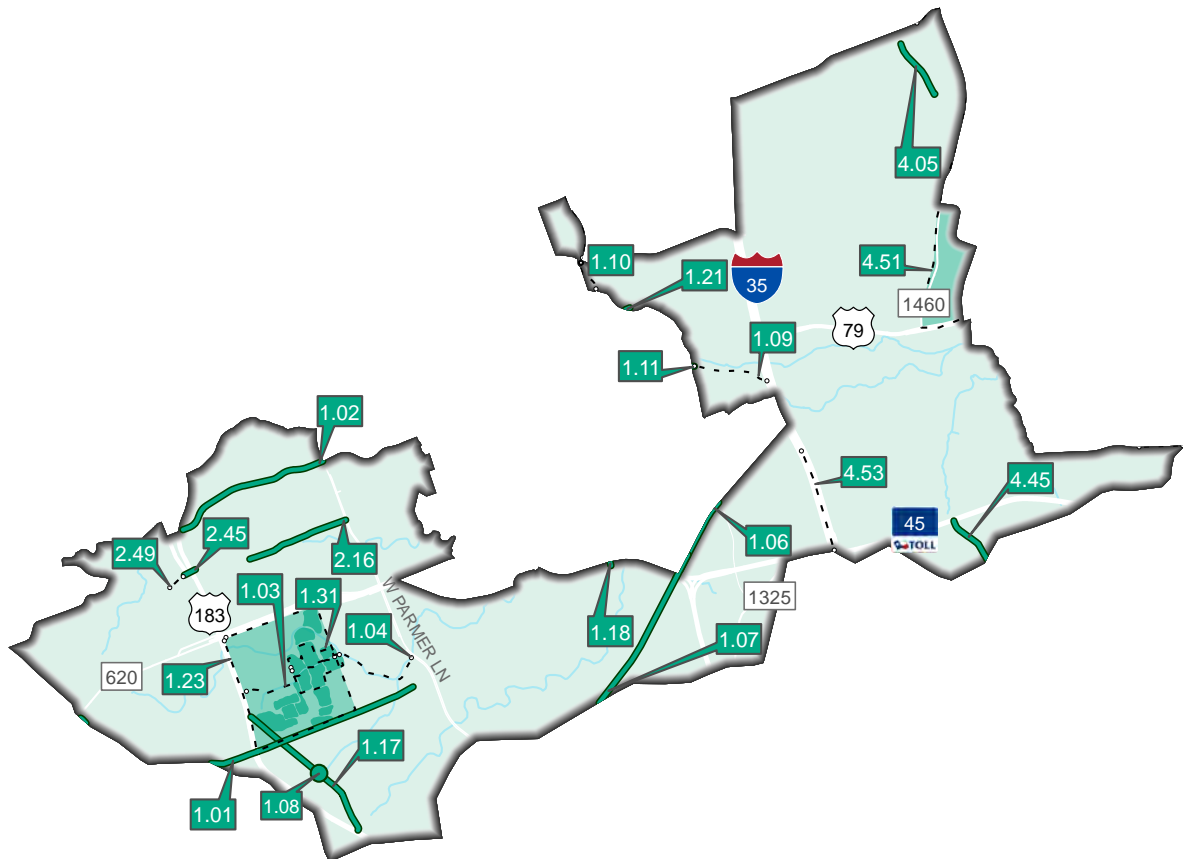
COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2024

Precinct 4

- 
- A map of Williamson County, Texas, with Precinct 4 highlighted in orange. The map shows the county's irregular shape and internal road network. Precinct 4 is located in the central-northern part of the county. Other precincts are shown in various shades of blue, green, and pink.
- 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

2000/2006 Road Bond Program Projects Precinct 1 - Commissioner Cook



Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage - Phase 1 ----
- 1.04 Lake Creek Drainage - Phase 2 ----
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility ----
- 1.10 Wyoming Springs North ----
- 1.11 RM 620 Interim Improvements - Phase 1
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45

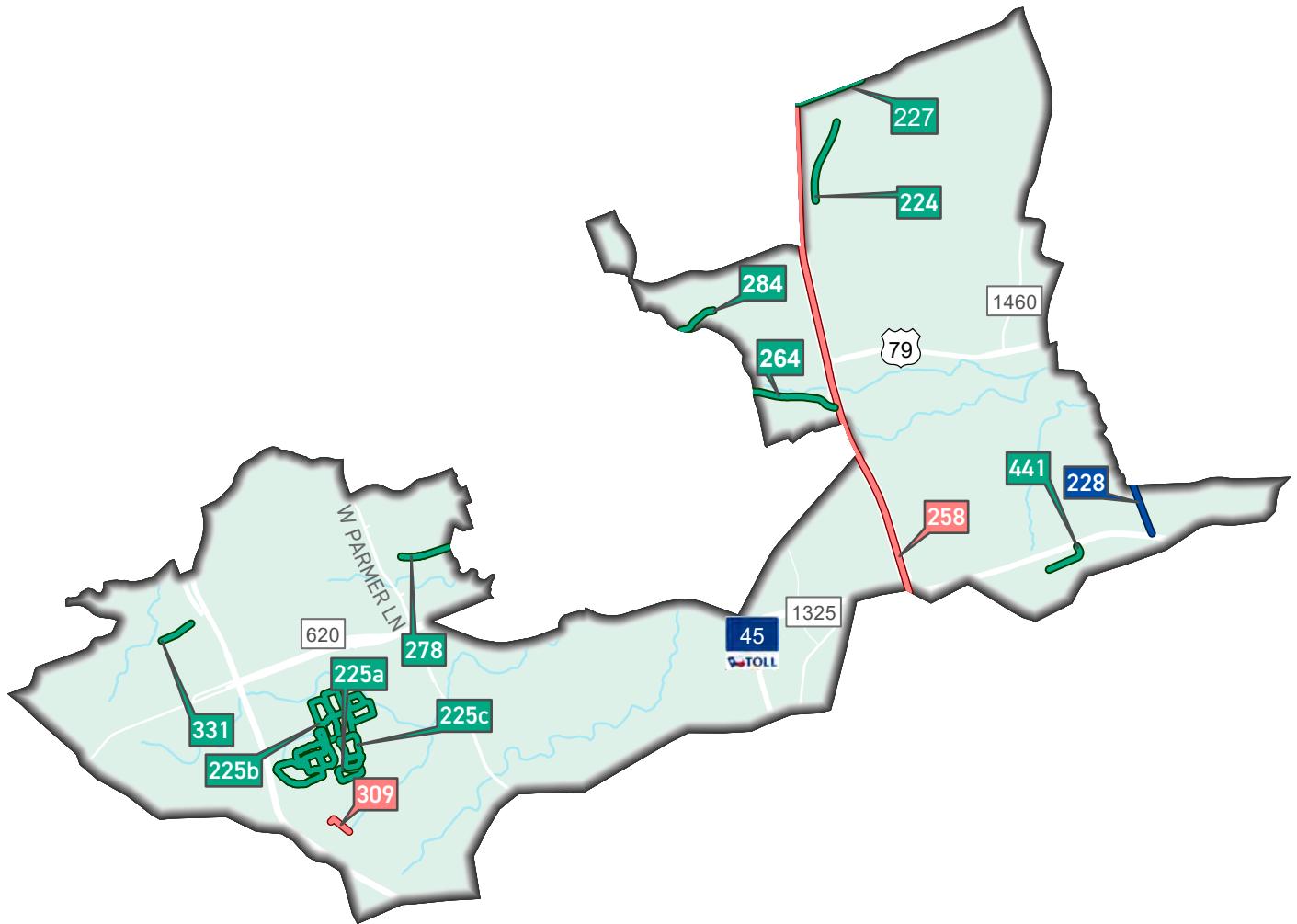
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Improvements - Phase 1 ----
- 1.31 Forest North Drainage Improvements - Phase 2 ----
- 1.31 Forest North Drainage Improvements - Phase 3 ----
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
- 2.45 Lakeline Blvd. at US 183
- 2.49 Lakeline Blvd. Right Turn Lanes ----
- 4.05 CR 112 - Phase 1
- 4.45 CR 170
- 4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook

Study



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)

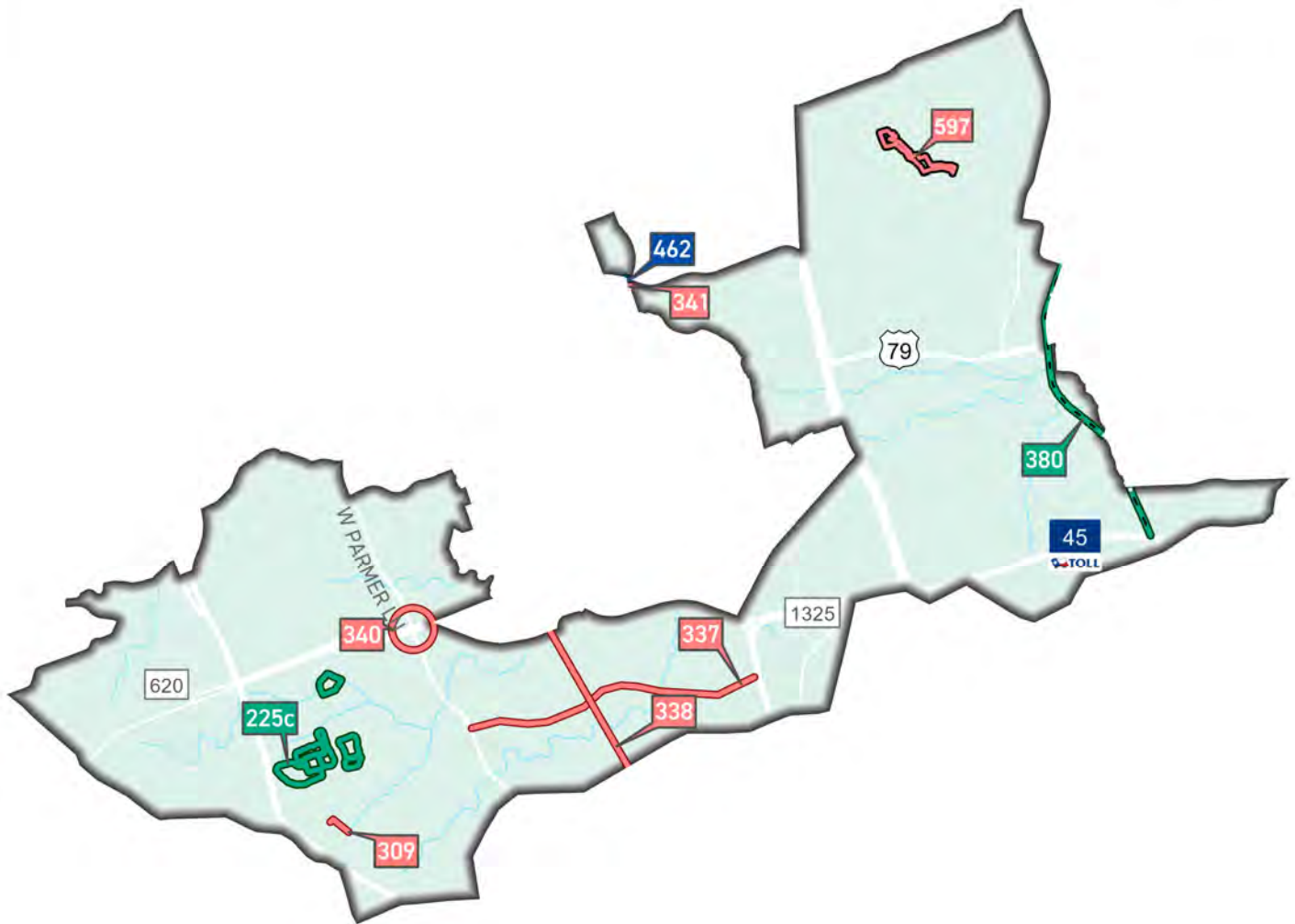
Completed/Open to Traffic

- 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)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook

Study



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)

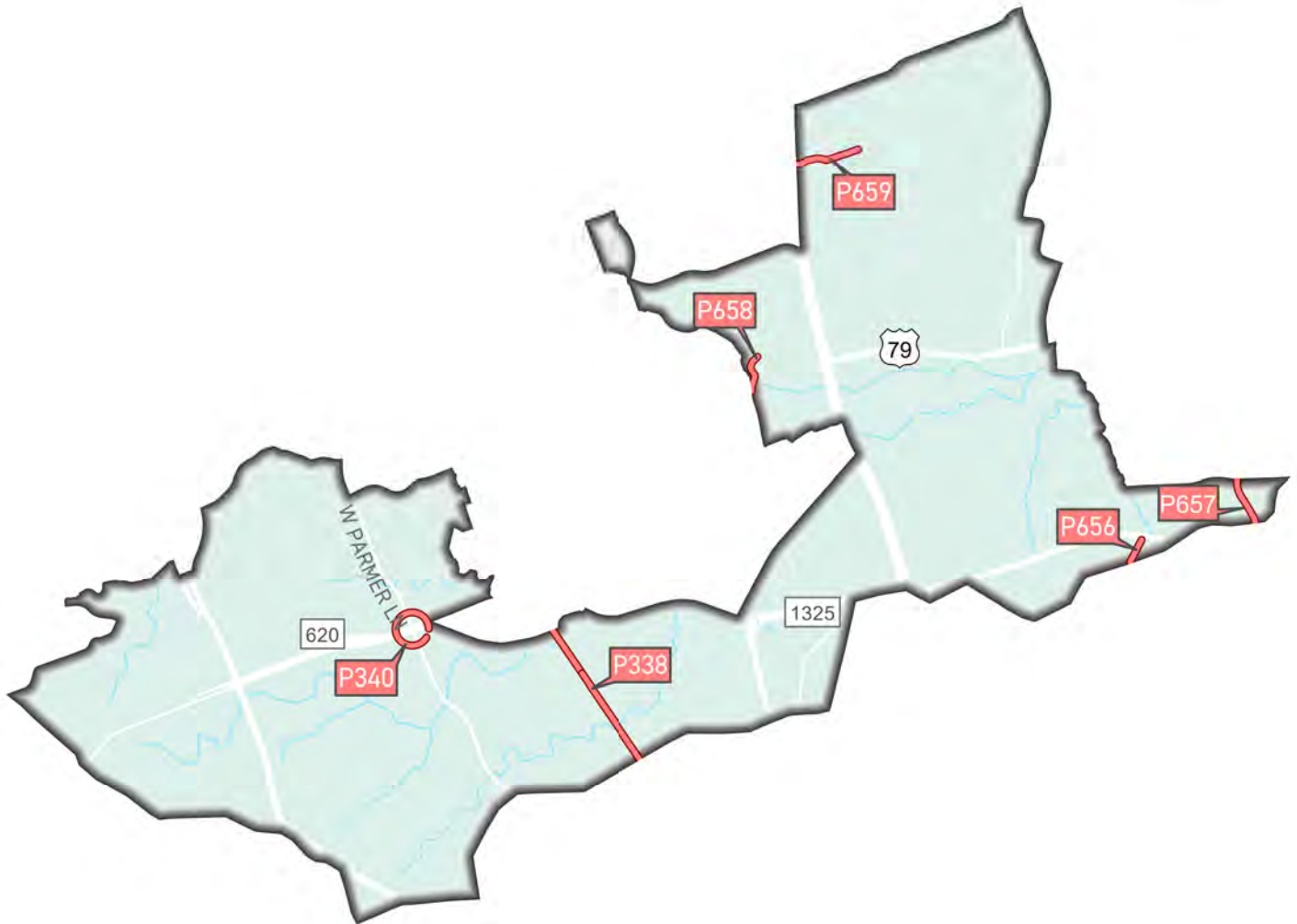
Completed/Open to Traffic

- 225c Forest North Drainage Improvements Phase 3
- 380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook

Study



In Design

- P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
- P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
- P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
- P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
- P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
- P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

Project Name: North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = \$10,775,835.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020		410	279	689	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	5
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	13
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	12	18
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	13	22
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	19	27
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	25	31
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	47	36
9	10/1/2019	10/31/2019	31	\$724,961.48	\$5,747,263.02	\$80,551.28	\$638,584.78	54	40
10	11/1/2019	11/30/2019	30	\$378,890.89	\$6,126,153.91	\$42,098.99	\$680,683.77	58	45
11	12/1/2019	12/31/2019	31	\$341,316.16	\$6,467,470.07	\$37,924.02	\$718,607.79	61	49
12	1/1/2020	1/31/2020	31	\$258,548.22	\$6,726,018.29	\$28,727.58	\$747,335.37	63	54
13	2/1/2020	2/29/2020	29	\$191,886.33	\$6,917,904.62	\$21,320.70	\$768,656.07	65	58
14	3/1/2020	3/31/2020	31	\$176,371.44	\$7,094,276.06	\$19,596.83	\$788,252.90	67	62
15	4/1/2020	4/30/2020	30	\$395,476.16	\$7,489,752.22	\$43,941.79	\$832,194.69	71	67
16	5/1/2020	5/31/2020	31	\$277,797.27	\$7,767,549.49	\$30,866.36	\$863,061.05	73	71
17	6/1/2020	6/30/2020	30	\$385,340.38	\$8,152,889.87	\$42,815.60	\$905,876.65	77	75
18	7/1/2020	7/31/2020	31	\$418,604.43	\$8,571,494.30	\$46,511.61	\$952,388.26	81	80
19	8/1/2020	8/31/2020	31	\$202,731.51	\$8,774,225.81	\$22,525.72	\$974,913.98	83	84
20	9/1/2020	9/30/2020	30	\$117,670.32	\$8,891,896.13	\$13,074.48	\$987,988.46	84	89
21	10/1/2020	10/31/2020	31	\$305,827.52	\$9,197,723.65	\$33,980.83	\$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	\$190,635.28	\$9,388,358.93	\$21,181.70	\$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	\$338,985.41	\$9,727,344.34	\$37,665.05	\$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	\$165,603.43	\$9,892,947.77	\$18,400.38	\$1,099,216.42	93	100
25	3/1/2021	5/31/2021	0	\$1,535,933.64	\$11,428,881.41	-\$1,099,216.42	\$0.00	97	100
26	6/1/2021	12/31/2021	0	\$18,800.00	\$11,447,681.41	\$0.00	\$0.00	97	100
27	1/1/2022	5/31/2022	0	\$264,978.20	\$11,712,659.61	\$0.00	\$0.00	99.48	100
28	6/1/2022	12/31/2022	0	\$37,397.98	\$11,750,057.59	\$0.00	\$0.00	99.80	100
29	1/1/2023	3/22/2024	0	\$24,022.80	\$11,774,080.39	\$0.00	\$0.00	100	100

4/30/2024 Comments - The City of Round Rock accepted North Mays Street for maintenance on 4/4/2024.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/5/2020	\$0.00	\$0.00
4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/5/2020	\$24,898.11	\$ 24,898.11
3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/6/2020	\$67,872.45	\$ 92,770.56
3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/6/2020	\$21,002.40	\$ 113,772.96
1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24" encasement to the relocation of the new City of Round Rock 12" Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	2/23/2021	\$194,528.81	\$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
6	3/23/2021	\$364,733.96	\$ 673,035.73

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
7	4/12/2022	\$302,109.20	\$ 975,144.93

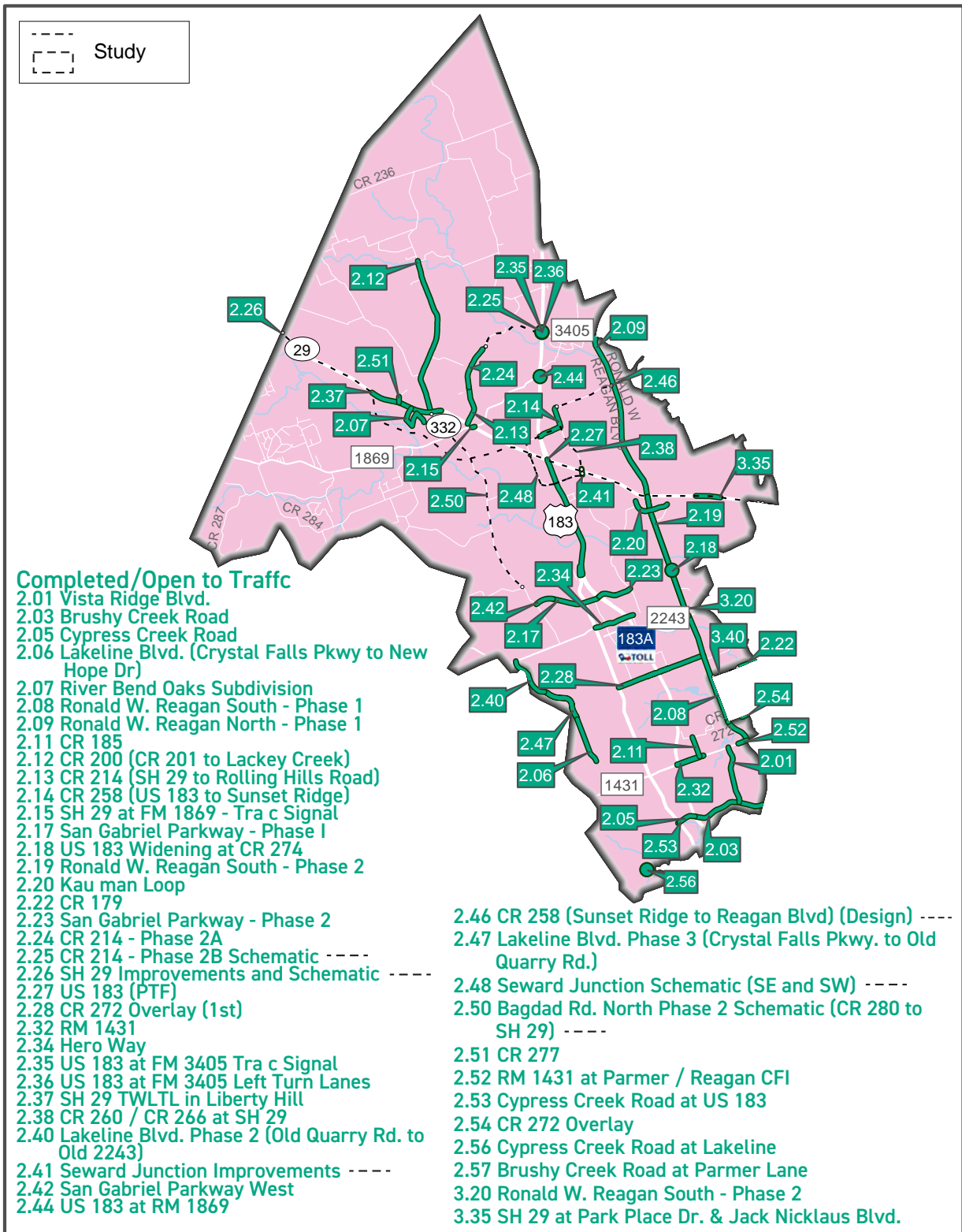
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
8	3/5/2024	\$23,099.72	\$ 998,244.65

2E: Differing Site Conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for miscellaneous riprap work that was completed as a request from the City of Round Rock.

Adjusted Price = \$11,774,080.40

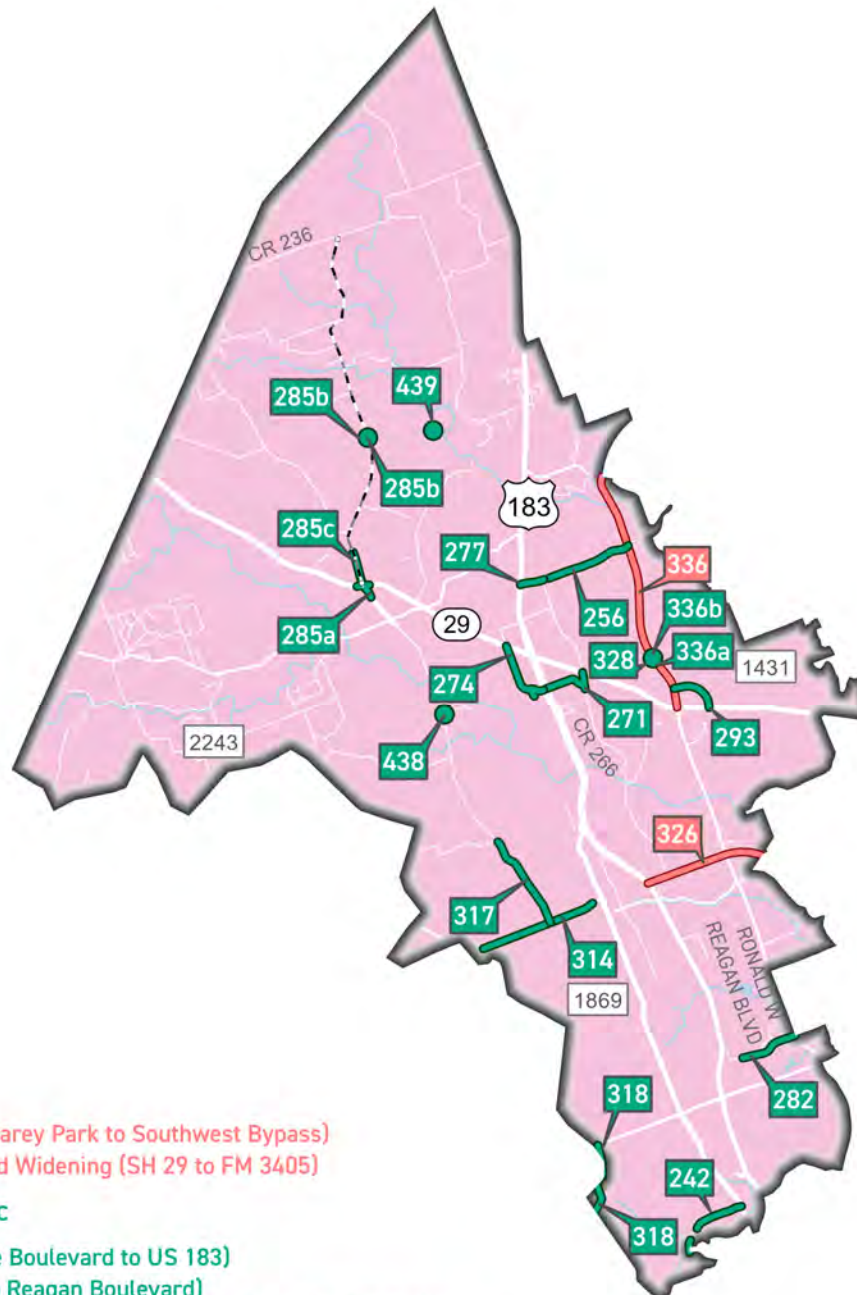
2000/2006 Road Bond Program Projects Precinct 2 - Commissioner Long



2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long

--- Study



In Design

- 326 RM 2243 Realignment (Garey Park to Southwest Bypass)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

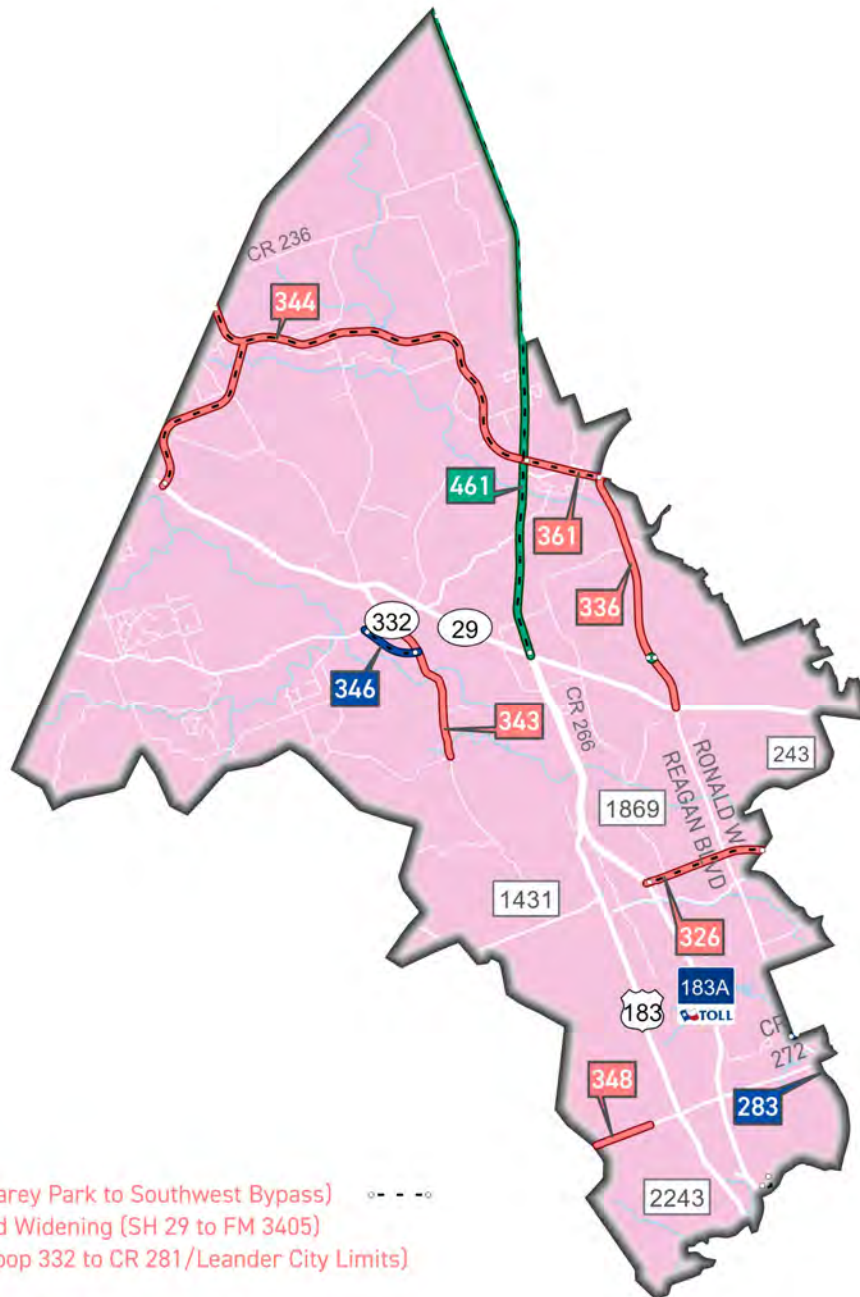
Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285 CR 200 Study and Schematic (SH 29 to CR 236)
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 285b CR 200 at Bold Sundown Left Turn Lane
- 285c CR 200 (CMTA Railroad to CR 201)
- 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita
- 336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
- 336b Ronald Reagan Safety Improvements
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long

Study



In Design

- 326 RM 2243 Realignment (Garey Park to Southwest Bypass) - - - -
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
- 343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits to Sam Bass Road)
- 344 Corridor I2 (Burnet County Line to US 183) - - - -
- 348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
- 361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183) - - - -

Under Construction/Bidding

- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
- 346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/Open to Traffic

- 461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29) - - - -

Precinct 2 - Commissioner Long

P342	Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
P345	CR 214 (End of CR 214 to US 183)
P348	Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
P363	CR 175 (South of Creek Meadow Cove to RM 2243)
P598	Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
P660	RM 1431 at 183A Intersection
P661	Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
P662	Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
P663	Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
P664	Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
P665	CR 258 (Seward Junction Loop to CR 258 Extension)

Project Name: CR 258 Extension
Project No. 22IFB141

Original Contract Price = \$5,836,754.36

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/14/2022	9/27/2022	11/28/2022	12/8/2022			395	-29	366	
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<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

4/30/2024 Comments- Awaiting vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/11/2022	\$ -	\$ -

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	11/22/2022	\$ 422,565.69	\$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/6/2023	22,263.50	444,829.19

4D. Third Party Accommodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

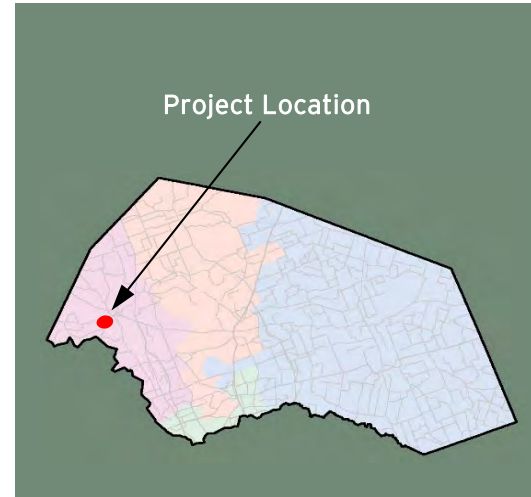
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/1/2023	-153,292.00	291,537.19

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in 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>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/14/2023	539,623.96	831,161.15

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



APRIL 2024 IN REVIEW

4/5/24: Chasco formed and poured the caps at bridge bents 3 and 2 and backfilled Abutment 1 with cement stabilized backfill for the Tributary 1 Bridge. The contractor formed and poured the concrete backwall at Abutment 2 and riprap in front of abutments 1 and 2 for the Tributary 2 Bridge.

4/12/24: Chasco formed and poured concrete for drainage structures on the west end of project. The contractor formed and poured concrete rip rap at abutments 1 and 2 for the Tributary 2 bridge.

4/19/24: Chasco set beams on Tributary 1 bridge and the Tributary 2 bridge. Contractor continued roadway excavation and processing flexible base throughout the project.

4/26/24: Subcontractor started spreading top soil in the ditches throughout the project. Chasco placed foam fills and set bridge deck panels on Tributary 1 bridge.



Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

Original Contract Price = \$14,149,449.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/5/2023	12/12/2023	2/5/2024	2/15/2024				652		652
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/5/2024	2/29/2024	15	\$1,167,168.15	\$1,167,168.15	\$129,685.35	\$129,685.35	9	2
2	3/1/2024	3/31/2024	31	\$1,206,856.44	\$2,374,024.59	\$134,095.16	\$263,780.51	19	7
3	4/1/2024	4/30/2024	30	\$1,527,575.22	\$3,901,599.81	\$169,730.58	\$433,511.09	31	12

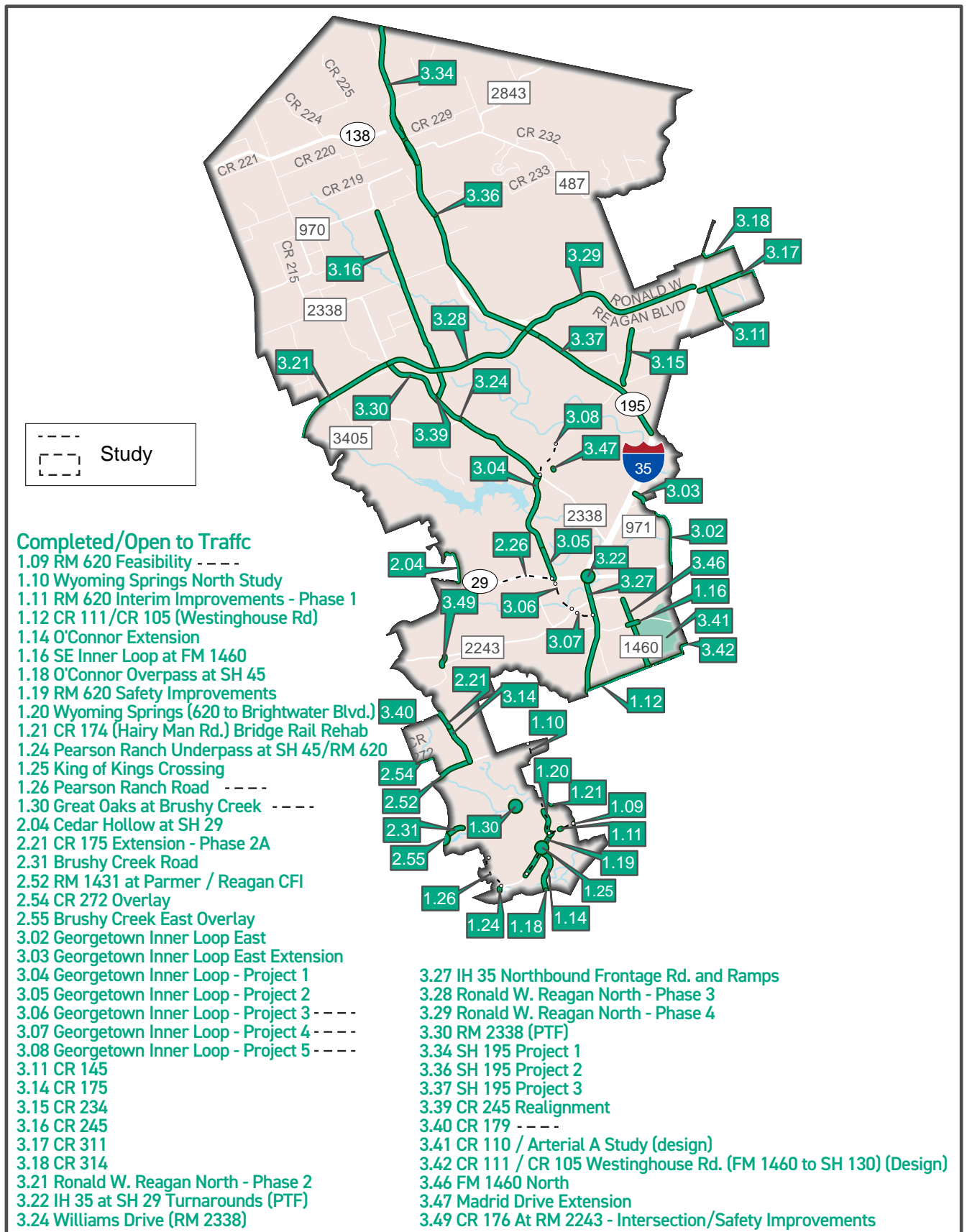
4/30/2024 Comments - The Contractor continued to perform bridge work at Tributary 1 and 2; they continued lime treatment, Type C embankment, and flex base placement throughout the project. Water line and storm sewer work also progressed this period.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/17/2024	\$ 29,260.00	\$ 29,260.00

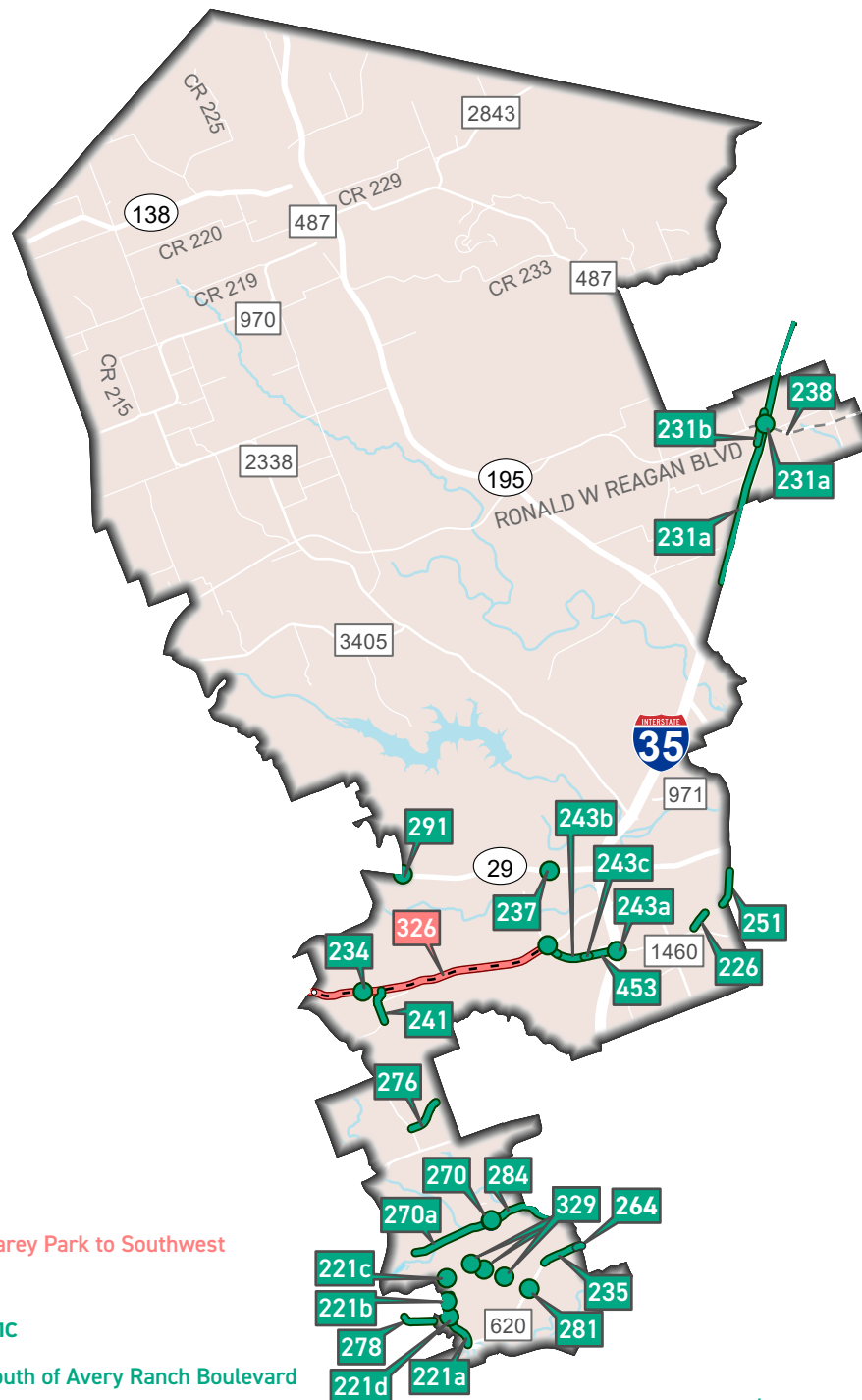
2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ 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.

Adjusted Price = \$14,178,709.00

2000/2006 Road Bond Program Projects Precinct 3 - Commissioner Covey



Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)

221b Pearson Ranch Road and Iveans Way Pedestrian Crossing

221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal

221d Neenah Avenue and Pearson Ranch Road Traffic Signal

226 Inner Loop Safety Improvements (LTL at Wilco Way)

231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)

231b Relocation of 48" Williamson County Regional Raw Waterline - Line B

231c Ronald Reagan Boulevard at IH 35 Bridge Replacement

234 RM 2243 at Escalera Parkway (Intersection Improvements)

235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)

237 SH 29 at DB Wood (Intersection Improvements)

238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)

241 CR 176 at RM 2243 Intersection (Safety Improvements)

243a Southwest Bypass Driveways

243b Southwest Bypass Access Route

243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)

264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

270 Great Oaks Drive Bridge at Brushy Creek

270a Great Oaks Drive Waterline Relocations

276 Arterial H Extension Phase 1 (CR 175 to Massey Way)

278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)

281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements

284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)

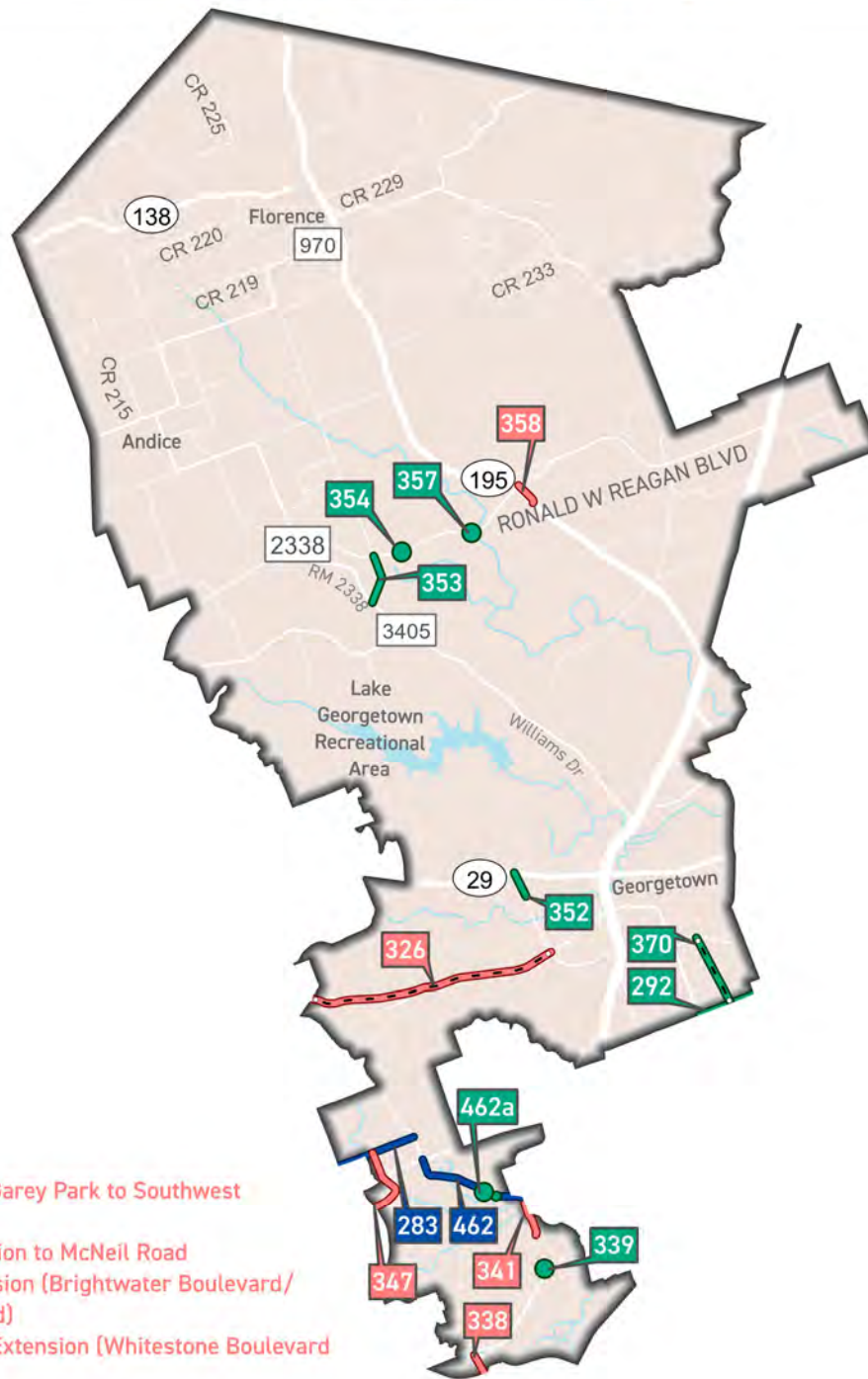
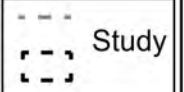
291 SH 29 at Cedar Hollow (Intersection Improvements)

329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

- 326 RM 2243 Realignment (Garey Park to Southwest Bypass)
- 338 RM 620/SH 45 Intersection to McNeil Road
- 341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
- 347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
- 358 SH 195 at Ronald Reagan Boulevard

Under Construction/Bidding

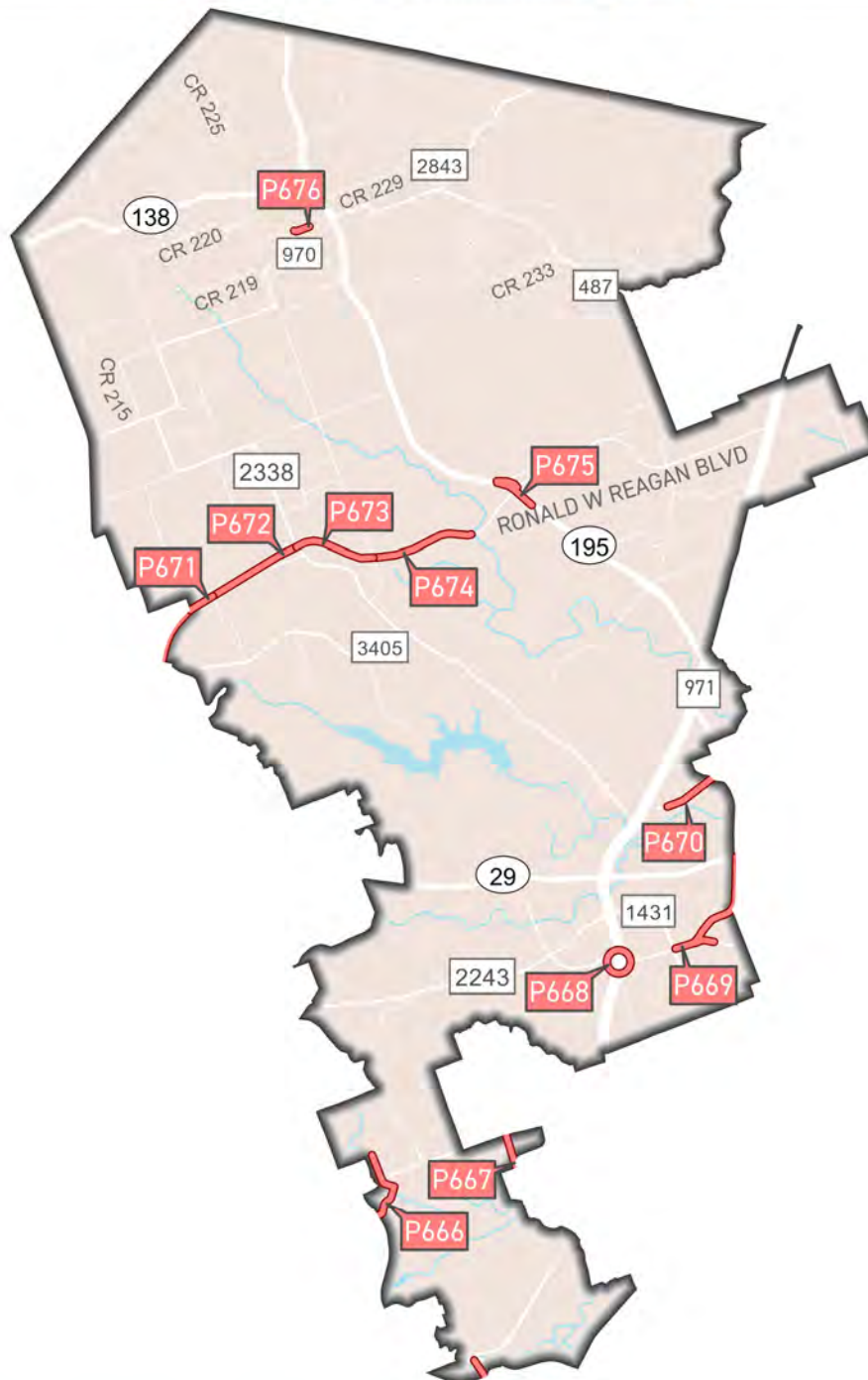
- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

- 292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)
- 339 Wyoming Springs Intersection Improvements (At Smyers Lane)
- 352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
- 353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
- 354 Ronald Reagan at Silver Spur Boulevard
- 357 Ronald Reagan at Sun City Boulevard
- 370 MoKan (Georgetown Inner Loop to University Boulevard)
- 462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

- P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
- P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
- P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
- P669 SE Inner Loop (FM 1460 to SH 29)
- P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
- P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
- P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
- P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
- P670 FM 971 (Gann St to SH 130)
- P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
- P676 West Main Street (S.Patterson Ave to CR 226)

Project Name: Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = \$10,580,634.11

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/30/2021	8/3/2021	9/3/2021	9/13/2021	7/12/2023	1/22/2024		585	83	668
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/13/2021	9/30/2021	18	\$299,881.08	\$299,881.08	\$33,320.12	\$33,320.12	3	3
2	10/1/2021	10/31/2021	31	\$305,937.90	\$605,818.98	\$33,993.10	\$67,313.22	6	7
3	11/1/2021	11/30/2021	30	\$353,916.66	\$959,735.64	\$39,324.07	\$106,637.29	10	12
4	12/1/2021	12/31/2021	31	\$323,378.73	\$1,283,114.37	\$35,930.97	\$142,568.26	13	16
5	1/1/2022	1/31/2022	31	\$388,799.66	\$1,671,914.03	\$43,199.97	\$185,768.23	18	21
6	2/1/2022	2/28/2022	28	\$496,378.98	\$2,168,293.01	\$55,153.22	\$240,921.45	23	25
7	3/1/2022	3/31/2022	31	\$243,581.01	\$2,411,874.02	\$27,064.55	\$267,986.00	25	30
8	4/1/2022	4/30/2022	30	\$232,084.08	\$2,643,958.10	\$25,787.13	\$293,773.13	28	34
9	5/1/2022	5/31/2022	31	\$754,642.60	\$3,398,600.70	\$83,849.18	\$377,622.31	36	45
10	6/1/2022	6/30/2022	30	\$340,143.43	\$3,738,744.13	\$37,793.71	\$415,416.02	39	44
11	7/1/2022	7/31/2022	31	\$475,914.67	\$4,214,658.80	\$52,879.41	\$468,295.43	44	48
12	8/1/2022	8/31/2022	31	\$373,966.90	\$4,588,625.70	\$41,551.87	\$509,847.30	48	53
13	9/1/2022	9/30/2022	30	\$334,474.19	\$4,923,099.89	\$37,163.80	\$547,011.10	52	57
14	10/1/2022	10/31/2022	31	\$596,227.60	\$5,519,327.49	\$66,247.51	\$613,258.61	58	62
15	11/1/2022	11/30/2022	30	\$150,522.30	\$5,669,849.79	\$16,724.70	\$629,983.31	59	66
16	12/1/2022	12/31/2022	31	\$210,284.10	\$5,880,133.89	\$23,364.90	\$653,348.21	62	71
17	1/1/2023	1/31/2023	31	\$487,668.38	\$6,367,802.27	\$54,185.38	\$707,533.59	67	76
18	2/1/2023	2/28/2023	28	\$319,021.56	\$6,686,823.83	\$35,446.84	\$742,980.43	70	80
19	3/1/2023	3/31/2023	31	\$481,061.68	\$7,167,885.51	\$53,451.29	\$796,431.72	75	85
20	4/1/2023	4/30/2023	30	\$1,102,824.63	\$8,270,710.14	-\$361,131.19	\$435,300.53	82	89
21	5/1/2023	5/31/2023	31	\$398,266.76	\$8,668,976.90	\$20,961.41	\$456,261.94	86	94
22	6/1/2023	6/30/2023	30	\$713,888.01	\$9,382,864.91	\$37,573.06	\$493,835.00	93	98
23	7/1/2023	7/31/2023	31	\$518,248.40	\$9,901,113.31	\$27,276.23	\$521,111.23	98	103
24	8/1/2023	8/31/2023	0	\$85,268.20	\$9,986,381.51	\$4,487.80	\$525,599.03	99	103
25	9/1/2023	9/30/2023	0	\$351,666.54	\$10,338,048.05	-\$314,618.46	\$210,980.57	100	103
26	10/1/2023	3/1/2024	0	\$28,909.60	\$10,366,957.65	\$589.99	\$211,570.56	100	100
27	3/2/2024	4/26/2024	0	\$223,570.56	\$10,590,528.21	-\$211,570.56	\$0.00	100	100

4/30/2024 Comments - Project close out is complete.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/29/2022	\$ 29,487.96	\$ 29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2022	\$ 100,234.16	\$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/2/2023	27,926.96	157,649.08

1A: Incorrect PS&E. This Change Order adds items to pay for traffic rail Junction Boxes, a 36' tall traffic signal pole, an Electric Service TY A, a Guardrail End Treatment, and Removable Work Zone Pavement Markings. These items of work were not properly addressed in the project plan set.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/2/2023	11,820.42	169,469.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/22/2023	2,831.80	172,301.30

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional signs needed at the Oak Ridge Drive and Great Oaks Drive intersection during Phase 3 construction. This Change Order also adds an item to pay for water valves to be adjusted on the southwest corner of the existing Great Oaks Drive and Brushy Creek Road intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	7/11/2023	65,607.52	237,908.82

2G. Miscellaneous difference in site conditions. Unadjusted utility (unforeseeable). This Change Order adds an item to pay for the redesigned Panel 7 at Wall 1A due to BCMUD water line elevations differing from that shown in the plans. This Change Order also adds an item to pay for the reinforcing steel previously ordered and delivered to the project for the original design of Panel 7 at Wall 1A. In addition, this Change Order reduces the original item 423-6005 RETAINING WALL (SPREAD FOOTING) due to this change.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	7/11/2023	9,735.71	247,644.53

1A. Design Error or Omission. Incorrect PS&E: This Change Order adds a new pay item to reimburse the contractor for replacing a mis-sized traffic signal pole (Pole #7), due to incorrect height in the plans. The contractor ordered and received the traffic signal pole prior to the error being found. The contractor has delivered the mis-sized pole to the Williamson County Maintenance yard.

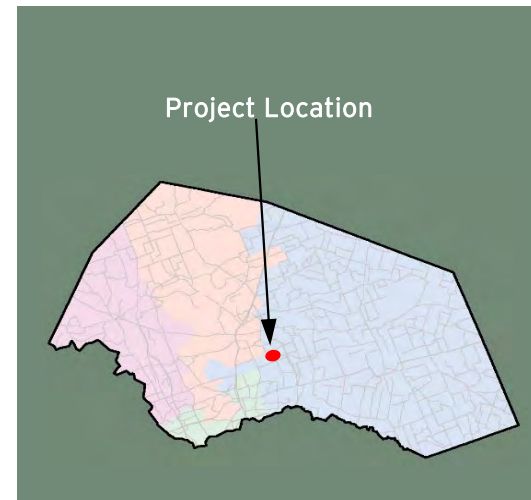
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	9/14/2023	30,531.08	278,175.61

1A. Design Error or Omission. Incorrect PS&E: This Change Order adds new pay items to reimburse the contractor for street signs and pavement markings that were not shown in the plans. This Change Order also adds an item for a clearance sign that was shown in the plans but had no pay item to pay for the work. In addition, this Change Order adds a pay item to reimburse the contractor for ground boxes not installed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	2/28/2024	-268,281.51	9,894.10

1A. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds an item for irrigation repairs at Shirley McDonald Park previously paid for under a Force Account Item. This Change Order also adds 83 days to the contract due to Utility issues and change order work.

Adjusted Price = \$10,590,528.21



**CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)**

**Project Length: 4.633 Miles
Roadway Classification: Rural Collector**

**Project Schedule: January 2022 - Summer 2024
Estimated Construction Cost: \$22.5 Million**



APRIL 2024 IN REVIEW

4/5/2024: Capital Excavation worked on punch list items and placed a stone matrix on west side driveway 1. Subcontractor Flasher placed pavement markings around the FM 1460 intersection and placed rip rap at culvert 2 left.

4/12/2024: Capital Excavation worked on punch list items. Subcontractor Flasher placed the thermoplastic striping throughout the project.

4/19/2024: Capital Excavation worked on punch list items.

4/26/2024: Subcontractor worked on punch list items.



**Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB**

Project Name: CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = \$21,024,332.88

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/15/2021	1/11/2022	1/20/2022	1/30/2022	3/21/2024		700		700	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
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	75	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

4/31/2024 Comments - Substantial completion was granted on 3/21/2024. Capital Excavation is working on punch list items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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>
05	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 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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

Adjusted Price = \$22,548,585.41

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = \$4,288,543.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/23/2022	7/12/2022	8/18/2022	8/29/2022	6/22/2023	3/21/2024	239	59	298	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <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

4/30/2024 Comments - Project closeout continues. The punch list items are completed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/18/2023	3,440.89	3,440.89

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2023	15,802.83	19,243.72

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	12/5/2023	-410,375.49	-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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	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 29.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	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

Project Name: CR 245 Reconstruction
Project No. 23IFB12

Original Contract Price = \$6,969,195.21

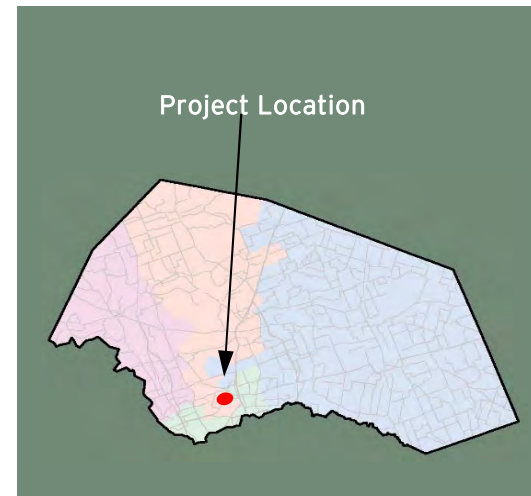
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/6/2022	12/13/2022	2/1/2023	2/10/2023	12/14/2023		423		423	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
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	62
11	12/1/2023	1/31/2024	62	\$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

4/30/2024 Comments - Awaiting vegetation establishment and certification of Vegetative Filter Strips.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/22/2023	20,980.10	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



**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



APRIL 2024 IN REVIEW

4/5/2024: Cash Construction continued installing the Round Rock 42-inch water line near Thousand Oaks. Subcontractor Greater Austin began forming up the abutment caps at the Dry Fork Creek bridge.

4/12/2024: Subcontractor continued pre-trenching for the storm sewer culverts near Wyoming Springs. Subcontractor CTRB continued boring the Round Rock 60-inch casing at Dry Fork Creek.

4/19/2024: Subcontractor Ranger Excavating continued roadway excavation between Great Oaks Drive and Walsh Ranch Boulevard. Subcontractor Greater Austin continued to set forms and poured one abutment cap at the Dry Fork Creek Bridge.

4/26/2024: Subcontractor Greater Austin set forms and poured the rip rap concrete at Abutment 1 of the Dry Fork Creek Bridge. PEC contractor is on site relocating utilities.



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 Contract Price = \$36,145,959.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/20/2022	1/13/2023	3/13/2023	3/23/2023			911		911	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
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

4/30/2024 Comments - Contractor continued installing the 42" water line and BCMUD 12" water line; roadway, bridge, and storm sewer work continued throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/27/2023	\$ (2,394,078.12)	\$ (2,394,078.12)

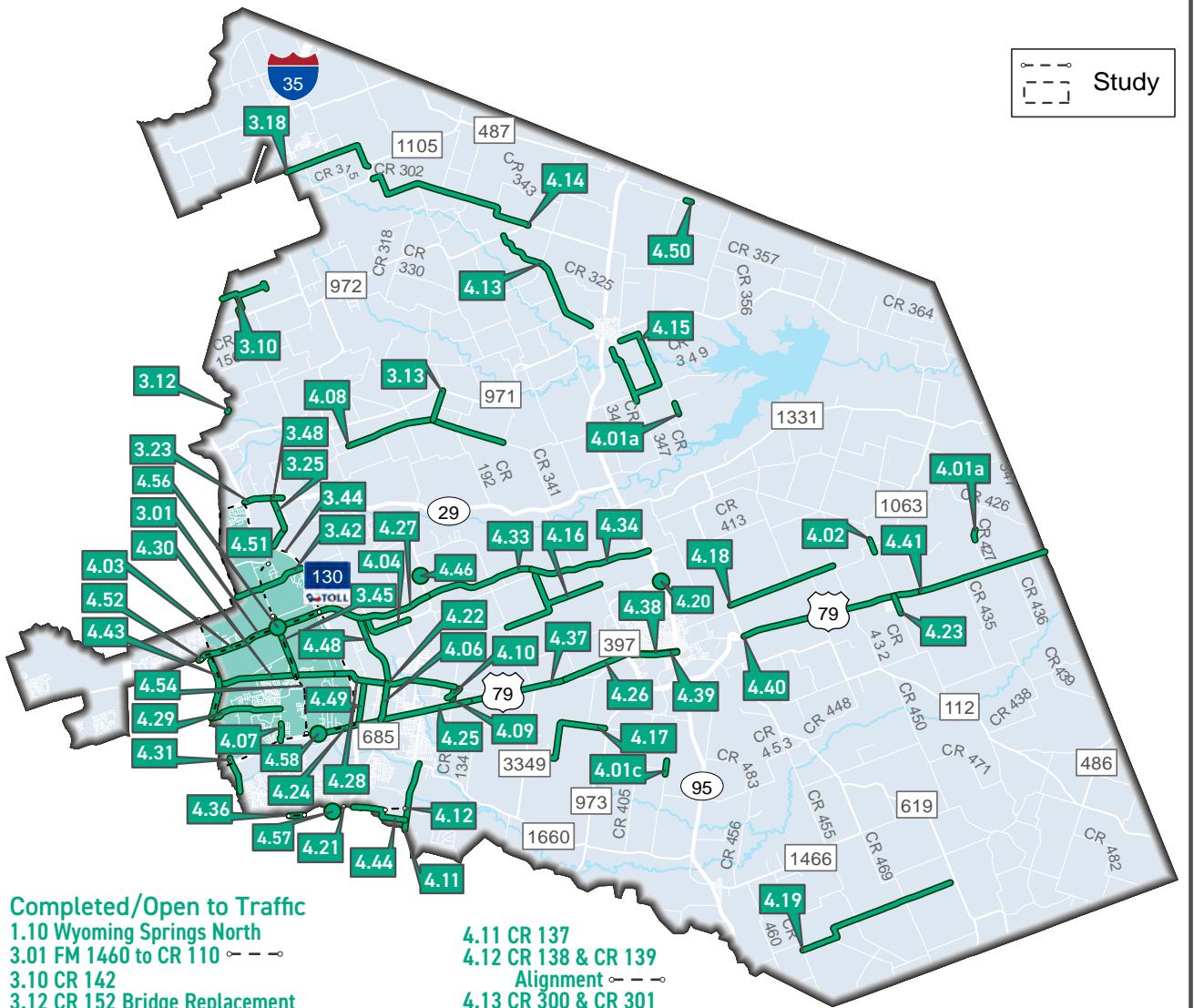
1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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

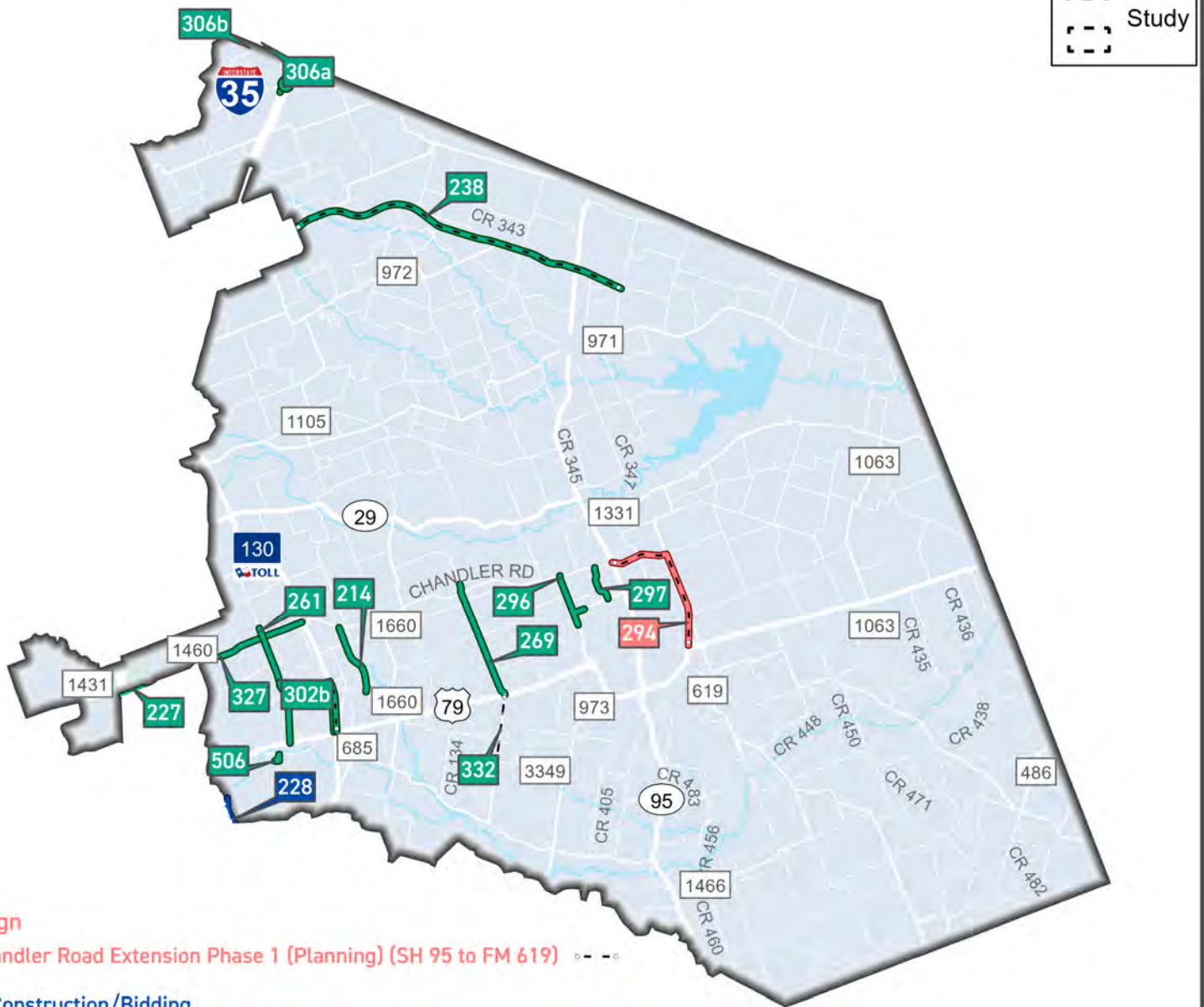


Completed/Open to Traffic

- | | | |
|-------------------------------------------------------------|----------------------------------------------------|--|
| 1.10 Wyoming Springs North | 4.11 CR 137 | |
| 3.01 FM 1460 to CR 110 | 4.12 CR 138 & CR 139 | |
| 3.10 CR 142 | Alignment | |
| 3.12 CR 152 Bridge Replacement | 4.13 CR 300 & CR 301 | |
| 3.13 CR 157 | 4.14 CR 302 | |
| 3.18 CR 314 | 4.15 CR 347 & CR 348 | |
| 3.23 SH 29/CR 104 - Phase 1 | 4.16 CR 368 & CR 369 (CR 101 to CR 366) | |
| 3.25 CR 104 - Phase 2 | 4.17 CR 404 | |
| 3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130 | 4.18 CR 412 | |
| 3.44 CR 110 North (North of CR 107 to North of Sam Houston) | 4.19 CR 466 | |
| 3.45 CR 110 Middle (North of Limmer Loop to CR 107) | 4.20 FM 397 at SH 95 Signal | |
| 3.48 SH 29 Widening - 12" Water Main Relocation | 4.21 Gattis School Rd. ROW | |
| 4.01a CR 427 Bridge Replacement | 4.22 Limmer Loop - Phase 1A | |
| 4.01b CR 390 Bridge Replacement | 4.23 Thrall School Zone | |
| 4.01c CR 406 Bridge Replacement | 4.24 US 79 - Section 1 | |
| 4.02 CR 424 Bridge Replacement | 4.25 US 79 - Section 2 | |
| 4.03 Chandler Road - Phase 1 | 4.26 US 79 - Section 3A | |
| 4.04 CR 100 | 4.27 Chandler Rd. - Phase 2 | |
| 4.06 CR 119 | 4.28 Limmer Loop - Phase 1B | |
| 4.07 CR 122 at US 79 | 4.29 CR 113 / Old Settlers Blvd. | |
| 4.08 CR 124 | 4.30 Limmer Loop - Phase 1C | |
| 4.09 CR 132 | 4.31 Kenney Fort Boulevard - Phase 1 | |
| 4.10 CR 136 | 4.33 Chandler Rd. - Phase 3A | |
| | 4.34 Chandler Rd. - Phase 3B | |
| | 4.36 Gattis School Road | |
| | 4.37 US 79 - Section 3 (PTF) | |
| | 4.38 2nd Street Improvements | |
| | 4.39 2nd Street Drainage Improvements | |
| | 4.40 US 79 Section 5A (PTF) | |
| | 4.41 US 79 Section 5B (PTF) | |
| | 4.43 FM 1460 Section 2 | |
| | 4.44 CR 138 | |
| | 4.46 FM 1660 at Landfill Rd. (CR 128) | |
| | 4.48 CR 119 | |
| | 4.49 CR 108 | |
| | 4.50 CR 351 at Donahoe Creek | |
| | 4.51 CR 110 / Arterial A | |
| | 4.52 University Blvd. (Chandler Rd.) Expansion | |
| | 4.54 CR 110 South - (US 79 to Limmer Lp) | |
| | 4.56 CR 110 at University Blvd. (Signal) | |
| | 4.57 Gattis School Rd. at Winterfield Dr. (Signal) | |
| | 4.58 Tradesman Park Crossing | |

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619) - - - -

Under Construction/Bidding

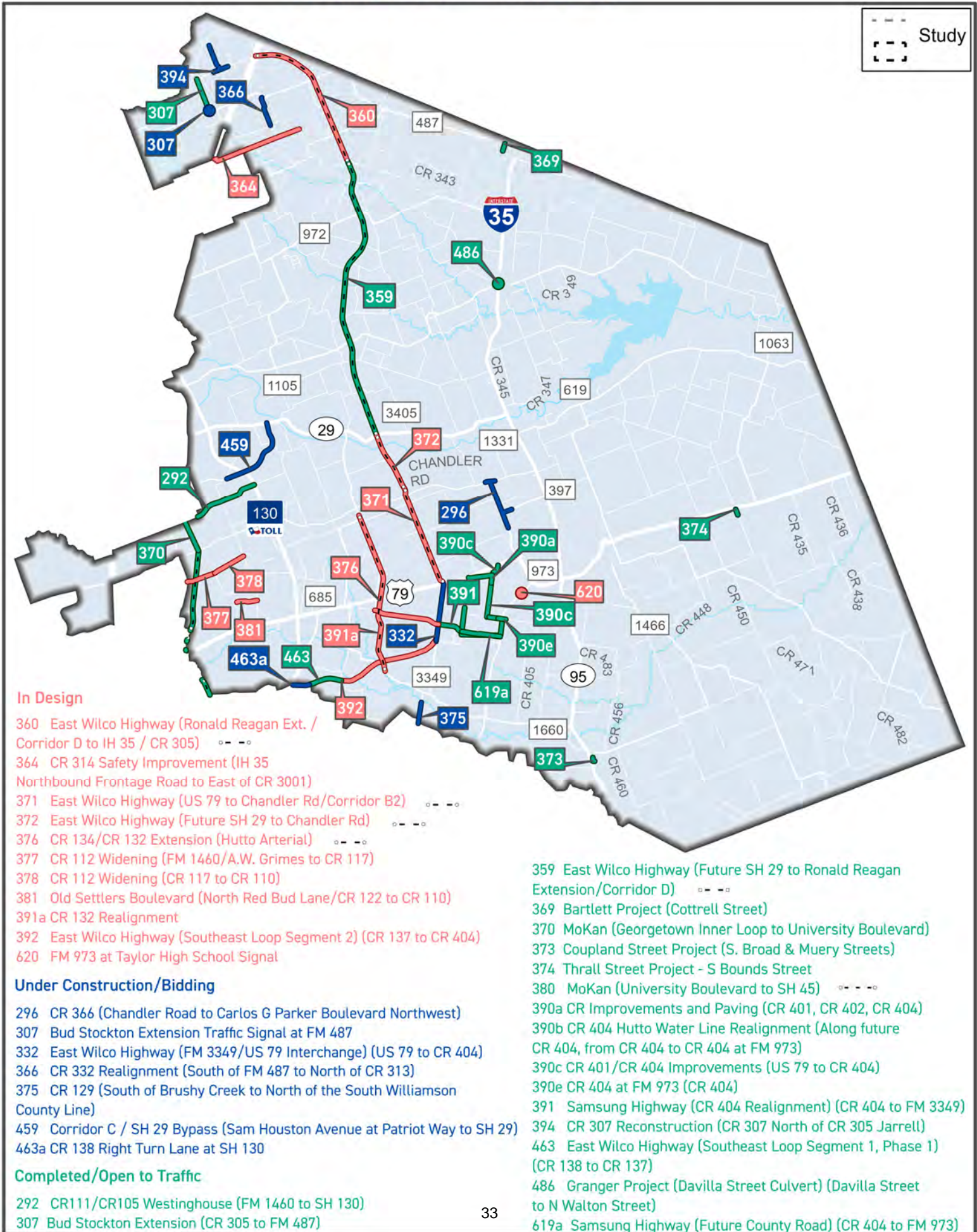
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) - - - -
- 269 CR 101 (US 79 to North of Chandler Road)
- 261 CR 110 Middle (Limmer Loop to CR 107)
- 260 CR 110 South (US 79 to Limmer Loop)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
- 302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
- 302b SH 130 Traffic Study - - - -
- 306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 306b CR 305 at IH 35 Bridge Replacement
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange (US 79 to CR 404) - - - -
- 506 Oak Bluff and Greenfield Drainage Improvements

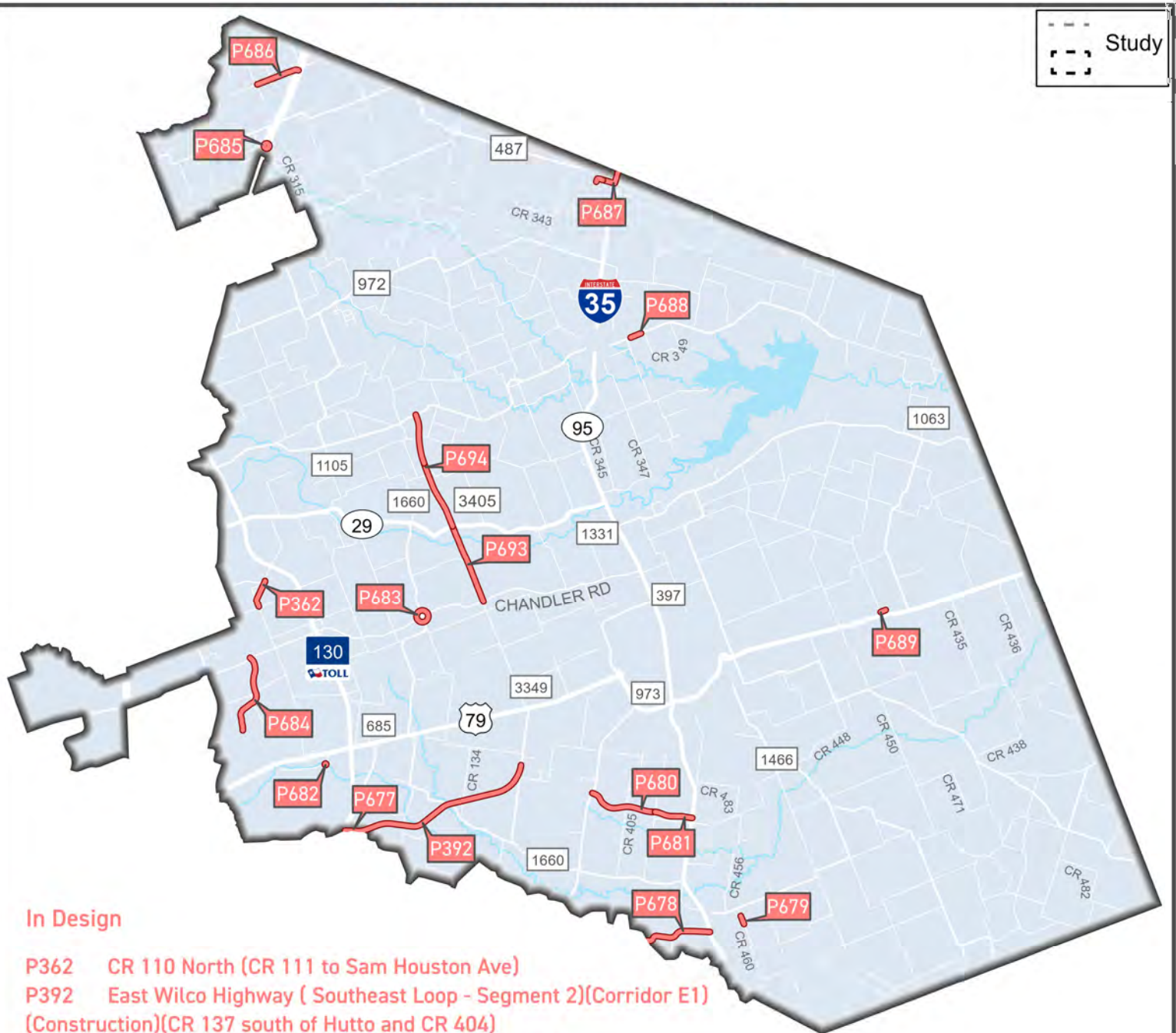
2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

- P362 CR 110 North (CR 111 to Sam Houston Ave)
- P392 East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1)
(Construction)(CR 137 south of Hutto and CR 404)
- P677 CR 138 (SH 130 NBFR to east of Derby Day Ave)
- P678 CR 458 (County Line to SH 95)
- P679 CR 460 (future Coupland High School Turn Lanes)
- P680 Corridor A2 (FM 973 to CR 406)
- P681 Corridor A2 (CR 406 to SH 95)
- P682 CR 123 (Brushy Creek)
- P683 Chandler Road (FM 1660 Overpass)
- P684 Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
- P685 Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
- P686 CR 305 (IH 35 to CR 307)
- P687 Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
- P688 FM 971 (future Granger High School Turn Lanes)
- P689 North Barker Street (CR 424 to east end of North Barker Street)
- P693 East Wilco Highway (Segment 5) (Chandler Road to SH 29)
- P694 East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346

Original Contract Price = \$11,526,789.09

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023		534	24	558	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
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

4/30/2024 Comments - Closeout is underway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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 Contract Price = \$12,673,200.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023		505	-70	435	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
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	22	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	37	42
8	11/1/2022	11/30/2022	30	\$875,684.24	\$5,553,620.35	\$97,298.25	\$617,068.93	44	49
9	12/1/2022	12/31/2022	31	\$422,000.74	\$5,975,621.09	\$46,888.97	\$663,957.90	47	56
10	1/1/2023	1/31/2023	31	\$616,120.11	\$6,591,741.20	\$68,457.79	\$732,415.69	52	63
11	2/1/2023	2/28/2023	28	\$598,319.58	\$7,190,060.78	\$66,479.95	\$798,895.64	57	70
12	3/1/2023	3/31/2023	31	\$603,951.86	\$7,794,012.64	\$67,105.76	\$866,001.40	62	77
13	4/1/2023	4/30/2023	30	\$945,657.20	\$8,739,669.84	-\$406,018.78	\$459,982.62	66	84
14	5/1/2023	5/31/2023	31	\$1,082,327.54	\$9,821,997.38	\$56,964.61	\$516,947.23	74	91
15	6/1/2023	6/30/2023	30	\$1,195,677.91	\$11,017,675.29	\$62,930.42	\$579,877.65	83	98
16	7/1/2023	7/31/2023	7	\$760,493.51	\$11,778,168.80	\$40,025.97	\$619,903.62	88	99
17	8/1/2023	8/31/2023	0	\$16,945.32	\$11,795,114.12	\$891.86	\$620,795.48	88	99
18	9/1/2023	9/30/2023	0	\$543,436.59	\$12,338,550.71	-\$368,988.32	\$251,807.16	90	99
19	10/1/2023	10/31/2023	0	\$156,673.75	\$12,495,224.46	\$3,197.42	\$255,004.58	91	99
20	11/1/2023	11/30/2023	0	\$335,156.29	\$12,830,380.75	\$6,839.93	\$261,844.51	93	99
21	12/1/2023	12/31/2023	0	\$309,329.80	\$13,139,710.55	\$6,312.85	\$268,157.36	95	99
22	1/1/2024	1/31/2024	0	\$53,097.83	\$13,192,808.38	\$1,083.63	\$269,240.99	96	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

4/30/2024 Comments - Project close out is in progress.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/15/2022	\$ 13,315.52	\$ 13,315.52

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	2/28/2023	\$ 188,826.95	\$ 830,893.84

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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 theContract for work being performed in and around the UPRR ROW per requirements.			
			Adjusted Price = \$14,041,894.83

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)

Project No. 22IFB126

Original Contract Price = \$11,289,929.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/12/2022	7/19/2022	8/5/2022	8/15/2022	9/5/2023			413		413
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/15/2022	9/27/2022	44	\$415,099.80	\$415,099.80	\$46,122.20	\$46,122.20	4	11
2	9/28/2022	10/31/2022	34	\$1,256,916.42	\$1,672,016.22	\$139,657.38	\$185,779.58	16	19
3	11/1/2022	11/30/2022	30	\$529,743.42	\$2,201,759.64	\$58,860.38	\$244,639.96	21	26
4	12/1/2022	12/31/2022	31	\$196,710.30	\$2,398,469.94	\$21,856.70	\$266,496.66	23	34
5	1/1/2023	1/31/2023	31	\$942,884.78	\$3,341,354.72	\$104,764.98	\$371,261.64	33	41
6	2/1/2023	2/28/2023	28	\$895,707.90	\$4,237,062.62	\$99,523.10	\$470,784.74	41	48
7	3/1/2023	3/31/2023	31	\$2,066,773.05	\$6,303,835.67	\$229,641.45	\$700,426.19	61	55
8	4/1/2023	4/30/2023	30	\$1,637,718.64	\$7,941,554.31	-\$282,449.65	\$417,976.54	73	63
9	5/1/2023	5/31/2023	31	\$1,177,188.70	\$9,118,743.01	\$61,957.30	\$479,933.84	84	70
10	6/1/2023	7/31/2023	61	\$1,026,783.27	\$10,145,526.28	\$54,041.23	\$533,975.07	94	85
11	8/1/2023	8/31/2023	31	\$78,532.37	\$10,224,058.65	\$4,133.28	\$538,108.35	94	92
12	9/1/2023	9/30/2023	5	\$339,420.15	\$10,563,478.80	-\$322,527.15	\$215,581.20	94	94
13	10/1/2024	4/26/2024	-157	\$70,667.06	\$10,634,145.86	\$1,442.19	\$217,023.39	95	56

4/30/2024 Comments - Project closeout continues.

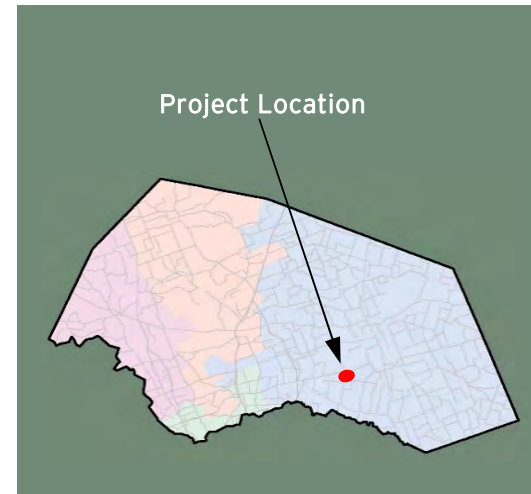
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	1/24/2023	41,260.00	\$ 41,260.00

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/18/2023	83,559.50	\$ 124,819.50

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.

Adjusted Price = \$11,414,748.50



**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**



APRIL 2024 IN REVIEW

4/5/2024: James Construction Group (JCG) continued swale excavation along the southbound frontage road. Subcontractor Circle H finished pushing the 24-inch water line pipe through bore under US 79.

4/12/2024: JCG poured concrete for various culvert wingwalls, continued excavation, processed subgrade, and continued lime stabilization along the southbound frontage road. Subcontractor Lone Star Paving repaired the roadway at the eastern turn around on US 79.

4/19/2024: JCG continued swale excavation along the southbound frontage road north and south of US 79. Subcontractor Circle H continued work on the sleeve at the south tie-in. Subcontractor GK Construction began tying rebar on the southbound frontage road bridge deck.

4/26/2024: JCG set forms and poured Abutment 1 and continued setting forms and pouring columns for bents 2 through 5 of the northbound frontage road bridge.



**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

Original Contract Price = \$81,941,038.13

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	10/18/2022	11/25/2022	39	\$755,690.77	\$755,690.77	\$0.00	\$0.00	1	2
2	11/26/2022	12/25/2022	30	\$5,128,955.59	\$5,884,646.36	\$0.00	\$0.00	7	0
3	12/26/2022	1/25/2023	31	\$1,448,580.10	\$7,333,226.46	\$0.00	\$0.00	9	7
4	1/26/2023	2/25/2023	31	\$1,272,882.90	\$8,606,109.36	\$0.00	\$0.00	10	9
5	2/26/2023	3/25/2023	28	\$2,922,159.15	\$11,528,268.51	\$0.00	\$0.00	14	11
6	3/26/2023	4/25/2023	31	\$1,453,458.85	\$12,981,727.36	\$0.00	\$0.00	15	14
7	4/26/2023	5/25/2023	30	\$1,672,497.88	\$14,654,225.24	\$0.00	\$0.00	17	16
8	5/26/2023	6/25/2023	31	\$3,188,150.58	\$17,842,375.82	\$0.00	\$0.00	21	18
9	6/26/2023	7/25/2023	30	\$2,251,767.13	\$20,094,142.95	\$0.00	\$0.00	24	20
10	7/26/2023	8/25/2023	31	\$2,453,925.93	\$22,548,068.88	\$0.00	\$0.00	27	22
11	8/26/2023	9/30/2023	36	\$4,580,138.95	\$27,128,207.83	\$0.00	\$0.00	32	25
12	10/1/2023	10/25/2023	25	\$3,017,528.73	\$30,145,736.56	\$0.00	\$0.00	36	27
13	10/26/2023	11/25/2023	31	\$2,172,558.80	\$32,318,295.36	\$0.00	\$0.00	38	29
14	11/26/2023	12/25/2023	30	\$1,638,115.30	\$33,956,410.66	\$0.00	\$0.00	40	31
15	12/26/2023	1/25/2024	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

4/30/2024 Comments - JCG continued installing precast deck panels on the southbound frontage road bridge north of US 79, continued placing concrete for columns on bents 1 through 5 on the northbound frontage road bridge south of US 79 and completed the installation of box culverts 3 and 4. The contractor continued to do lime treatment and subgrade preparation on the southbound frontage road from Spine Rd to the south end of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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-Inch Jonah water line located within lthe UPRR ROW on lthe south side of US79.

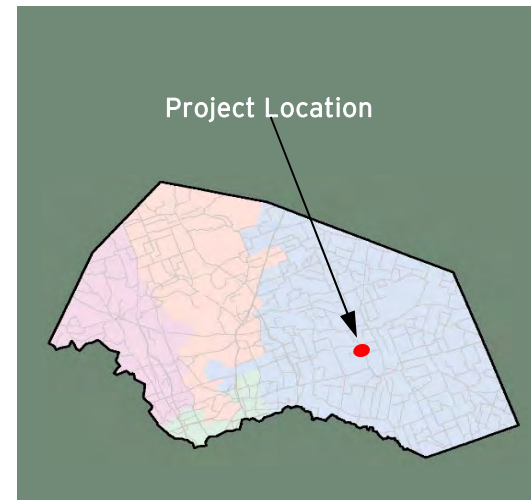
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	4/16/2024	82,301.65	1,961,506.97

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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: \$17.8 Million



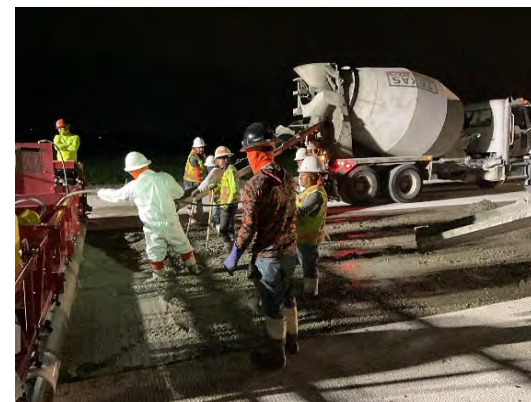
APRIL 2024 IN REVIEW

4/5/2024: James Construction Group (JCG) formed and poured various driveways along CR 366. Subcontractor Austin Traffic Signal continued boring for signals at the CR 366 and FM 397 intersection.

4/12/2024: JCG continued processing flexible base and embankment along FM 397. Subcontractor Patin Construction continued concrete paving at CR 366 and FM 397 intersection.

4/19/2024: JCG continued placing topsoil throughout the project. Patin Construction poured concrete for reinforced concrete paving on CR 366. Subcontractor Austin Traffic Signal continued conduit installation for signals at the CR 366 and FM 397 intersection.

4/26/2024: JCG formed and poured various driveways along CR 366. JCG continued placing base extensions at driveways and topsoil throughout the project. Subcontractor Patin Construction continued concrete paving at CR 366 and FM 397 (Carlos G. Parker) intersection and poured concrete for ground box aprons, controller pad, and service pole foundation.



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)

Project No. 22IFB138

Original Contract Price = \$17,694,262.46

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/31/2022	9/28/2022	12/27/2022	1/6/2023			515		515	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
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
14	3/1/2024	3/31/2024	31	\$1,806,457.71	\$11,139,401.68	-\$450,709.47	\$586,284.30	66	88
15	4/1/2024	4/30/2024	30	\$1,982,213.76	\$13,121,615.44	\$104,327.04	\$690,611.34	78	93

4/30/2024 Comments - James Construction Group continued placing concrete driveways and reinforced concrete pavement at the intersection of FM 397 and CR 366, placed type C embankment, flexible base, and asphalt at multiple locations along CR 366, FM 397, and Chandler Rd.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

Adjusted Price = \$17,787,840.76

Project Name: Bud Stockton Extension (CR 305 to FM 487)

Project No. 23IFB13

Original Contract Price = \$5,917,275.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/14/2023		177	6	183	
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
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

4/30/2024 Comments - Awaiting vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/7/2023	\$ 35,830.59	\$ 35,830.59

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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 condion 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

Project Name: CR 404 at FM 973

Project No. 23IFB6

Original Contract Price = \$4,622,143.93

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/22/2022	12/6/2022	2/1/2023	2/10/2023	7/7/2023	4/29/2024	150		150	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/10/2023	2/28/2023	19	\$358,668.36	\$358,668.36	\$39,852.04	\$39,852.04	8	13
2	3/1/123	3/31/2023	31	\$668,379.48	\$1,027,047.84	\$74,264.32	\$114,116.36	24	33
3	4/1/2023	4/30/2023	30	\$601,756.01	\$1,628,803.85	\$66,861.78	\$180,978.14	38	53
4	5/1/2023	5/31/2023	31	\$555,140.47	\$2,183,944.32	\$61,682.27	\$242,660.41	50	74
5	6/1/2023	6/30/2023	30	\$1,893,411.89	\$4,077,356.21	-\$28,062.78	\$214,597.63	89	94
6	7/1/2023	7/31/2023	7	\$383,976.61	\$4,461,332.82	\$20,209.29	\$234,806.92	98	99
7	8/1/2023	8/31/2023	0	\$48,047.09	\$4,509,379.91	\$2,528.79	\$237,335.71	99	99
8	9/1/2023	9/30/2023	0	\$150,388.70	\$4,659,768.61	-\$142,238.46	\$95,097.25	99	99
9	10/1/2023	10/31/2023	0	\$26,065.94	\$4,685,834.55	\$531.96	\$95,629.21	99	99
10	11/1/2023	2/23/2024	0	\$31,961.25	\$4,717,795.80	\$652.27	\$96,281.48	100	99

4/30/2024 Comments - The certificate of completion was issued on 4/29/24; the project close out is in progress.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/14/2023	294,199.97	294,199.97

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for multiple different adjustments made throughout the project. There were revisions made due to the Samsung site, signals, drainage, and some additional safety measures requested by Williamson County. 1B. Design Error or Omission. Other. This Change Order also corrects the incorrect asphalt quantities provided in the bid tabs.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	2/14/2024	-102,266.57	191,933.40

2E. Miscellaneous difference in site conditions (unforeseeable)(Item9). This Change Order provides the 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). This change order also adds advanced flashing beacons and signs for additional safety measures.

Adjusted Price = \$4,814,077.33

Project Name: CR 307 and CR 305
Project No. 23IFB34

Original Contract Price = \$2,796,832.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/22/2023	3/7/2023	4/7/2023	4/17/2023	2/12/2024		120	169	289

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</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

4/30/2024 Comments - Awaiting vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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

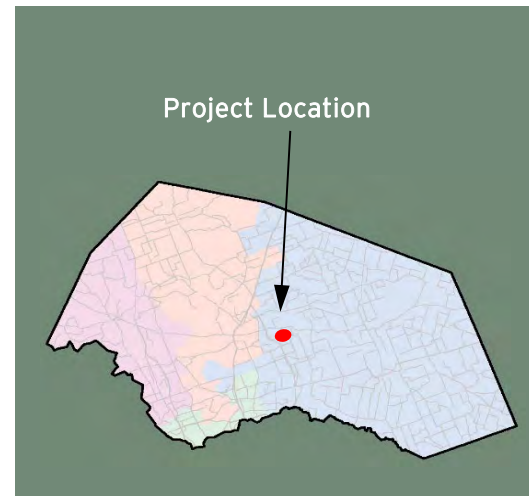
Project Name: Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)
Project No. 23IFB33

Original Contract Price = \$5,139,487.45

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/15/2023	2/28/2023	4/12/2023	4/24/2023	10/2/2023			312		312
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	4/24/2023	5/31/2023	38	\$427,494.19	\$427,494.19	\$47,499.35	\$47,499.35	9	12
2	6/1/2023	6/30/2023	30	\$521,200.45	\$948,694.64	\$57,911.17	\$105,410.52	21	22
3	7/1/2023	7/31/2023	31	\$1,021,845.73	\$1,970,540.37	\$113,538.41	\$218,948.93	43	32
4	8/1/2023	8/31/2023	31	\$950,205.70	\$2,920,746.07	-\$65,225.45	\$153,723.48	60	42
5	9/1/2023	9/30/2023	30	\$1,130,322.24	\$4,051,068.31	\$59,490.64	\$213,214.12	83	51
6	10/1/2023	10/31/2023	2	\$857,687.88	\$4,908,756.19	-\$113,035.42	\$100,178.70	97	52
7	11/1/2023	11/30/2023	0	\$83,329.71	\$4,992,085.90	\$1,700.60	\$101,879.30	99	52
8	12/1/2023	12/31/2023	0	\$6,676.54	\$4,998,762.44	\$136.26	\$102,015.56	99	52

4/30/2024 Comments - Awaiting vegetation establishment. Close out process under way.

Adjusted Price = \$5,139,487.45



**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**



APRIL 2024 IN REVIEW

4/5/2024: Capital Excavation set bridge beams on spans 1-3 of the SH 130 bridge and completed setting bridge beams on the East Mankins Bridge. The contractor continued installing and tying deck rebar on the West Mankins Branch Bridge.

4/12/2024: The subcontractor continued processing embankment throughout the project and lime treated subgrade from SH 29 to East Mankins Bridge. Subcontractor Wylie Drilling completed drilling for Abutment 15 drill shafts of the SH 130 Bridge. Jonah Special Utility District waterline work continued.

4/19/2024: Capital Excavation completed setting deck panels for the East Mankins Bridge. Capital began processing flexible base from the East Mankins Branch Bridge up to CR 106.

4/26/2024: Capital Excavation completed setting deck panels and edge forms on the East Mankins Bridge and completed all roadway embankment. Capital continued processing flexible base 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 Contract Price = \$30,540,848.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/15/2023	8/22/2023	9/20/2023	9/30/2023			973		973

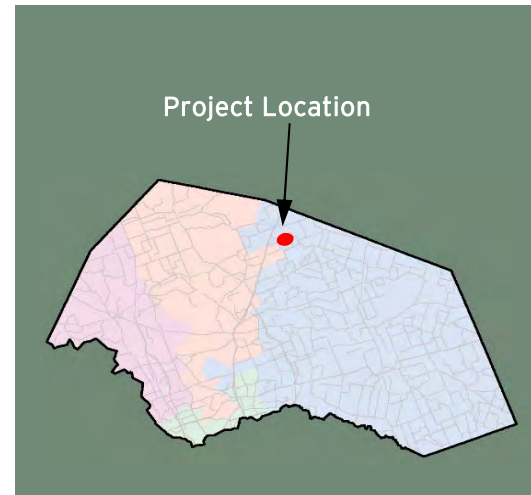
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	9/30/2023	9/30/2023	1	\$1,397,211.48	\$1,397,211.48	\$155,245.72	\$155,245.72	5	0
2	10/1/2023	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

4/30/2024 Comments - Capital Excavation continued to perform bridge work at the West Mankins Branch Bridge, the East Mankins Branch Bridge, and the SH 130 Bridge. They continued placing Type C and flexible base and installing storm sewer pipe and drainage inlets throughout the project. The Jonah water line work continued around CR 106.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/2/2024	\$ 6,201.00	\$ 6,201.00

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.

Adjusted Price = \$30,547,049.03



**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**



APRIL 2024 IN REVIEW

4/5/24: Chasco continued roadway excavation and embankment of proposed roadway. The contractor continued placing and grading topsoil in the channel along the east side of the project. Chasco began lime treating subgrade on the north end of the project and on Bedford Falls Lane.

4/12/24: Chasco continued lime treating subgrade on the north end of the project and along Bedford Falls Lane and Bell Rings Drive.

4/19/24: Chasco continued lime treating subgrade throughout the project.

4/26/24: Chasco continued channel excavation and placing topsoil throughout the project. Subcontractor formed and poured concrete for the safety end treatments of the drainage structures throughout the project.



**Design Engineer: Seiler Lankes Group
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB**

**Williamson County
Road Bond Program**

**CR 332 Realignment
Project No. 24IFB14**

Original Contract Price = \$2,545,345.00

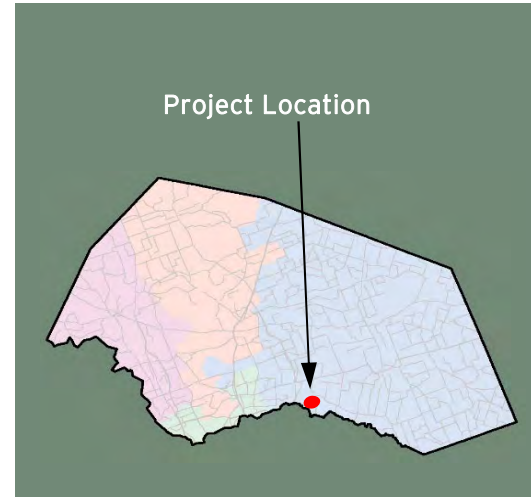
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/5/2023	12/12/2023	2/5/2024	2/15/2024			240		240	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</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

4/30/2024 Comments - Chasco continued channel excavation, lime treatment of the existing subgrade, and placing topsoil throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/24/2024	\$ 17,175.00	\$ 17,175.00

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.

Adjusted Price = \$2,562,520.00



CR 138 Right Turn Lane at SH 130

Project Length: 0.640 Miles
Roadway Classification: Rural Arterial

Project Schedule: February 2024 - Summer 2024
Estimated Construction Cost: \$1.7 Million



APRIL 2024 IN REVIEW

4/5/24: Smith Contracting formed and poured various concrete drainage structures throughout the project. Smith continued placing topsoil throughout the project and continued excavating Pond B. Subcontractor Lone Star Paving paved the final surface along East Wilco Highway from the SH 130 tie-in to the east end of the project. Subcontractor DIJ installed final striping and pavement marker on CR 138.

4/12/24: Smith Contracting continued placing topsoil throughout the project and continued excavating Pond B. Smith began placing seed and soil retention blankets on the east end of the project.

4/19/24: Smith Contracting continued placing topsoil, vegetative seed, and erosion control blankets throughout the project. Smith formed and poured sidewalk and handrail footing at the east end of the project.

4/26/24: Smith Contracting continued placing topsoil, vegetative seed, and erosion control blankets throughout the project. Subcontractor Woolery installed the chain link fence around Pond B.



Design Engineer: RTG
Contractor: Smith Contracting
Construction Observation:
 Garrett Sartin, HNTB

Williamson County
Road Bond Program

CR 138 Right Turn Lane at SH 130
Project No. 24IFB19

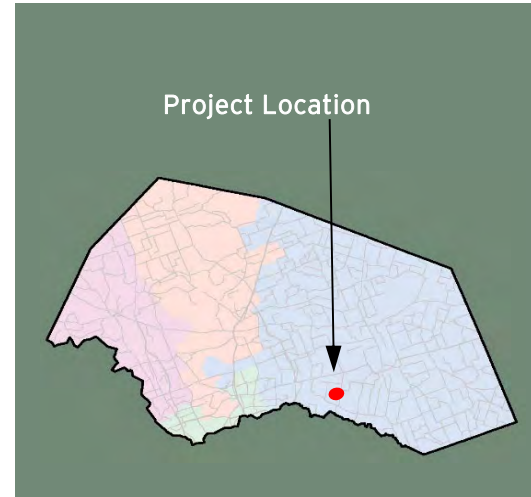
Original Contract Price = \$1,748,938.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/19/2023	1/9/2024	2/12/2024	2/22/2024			120		120

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	2/20/2024	2/29/2024	10	\$167,340.78	\$167,340.78	\$18,593.42	\$18,593.42	11	8
2	3/1/2024	3/31/2024	31	\$331,151.09	\$498,491.87	\$36,794.57	\$55,387.99	32	34

4/30/2024 Comments - Smith Contracting continued placing topsoil, vegetative seed, and erosion control blankets throughout the project.

Adjusted Price = \$1,748,938.75



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 - Fall 2024
Estimated Construction Cost: \$2.4 Million



APRIL 2024 IN REVIEW

4/5/24: Chasco completed potholing utilities throughout the project. Oncor continued relocating utility poles throughout the project.

4/12/24: Chasco began stripping topsoil on the east side of the right-of-way in the middle of the project and removed the fence along the west right-of-way, throughout the entire project.

4/19/24: Chasco continued stripping topsoil on the east side of the right-of-way and began stripping topsoil on the west side of the right-of-way throughout the project. Dirt crews began excavation for the new northbound lanes in the middle of the project.

4/26/24: Chasco completed stripping and stockpiling topsoil. Chasco continued excavating for the northbound lanes throughout the project.



Design Engineer: Garver
Contractor: Chasco Constructors
Construction Observation:
 Kyle McCoy, HNTB

Williamson County
Road Bond Program

County Road 129
Project No. 24IFB23

Original Contract Price = \$2,463,313.00

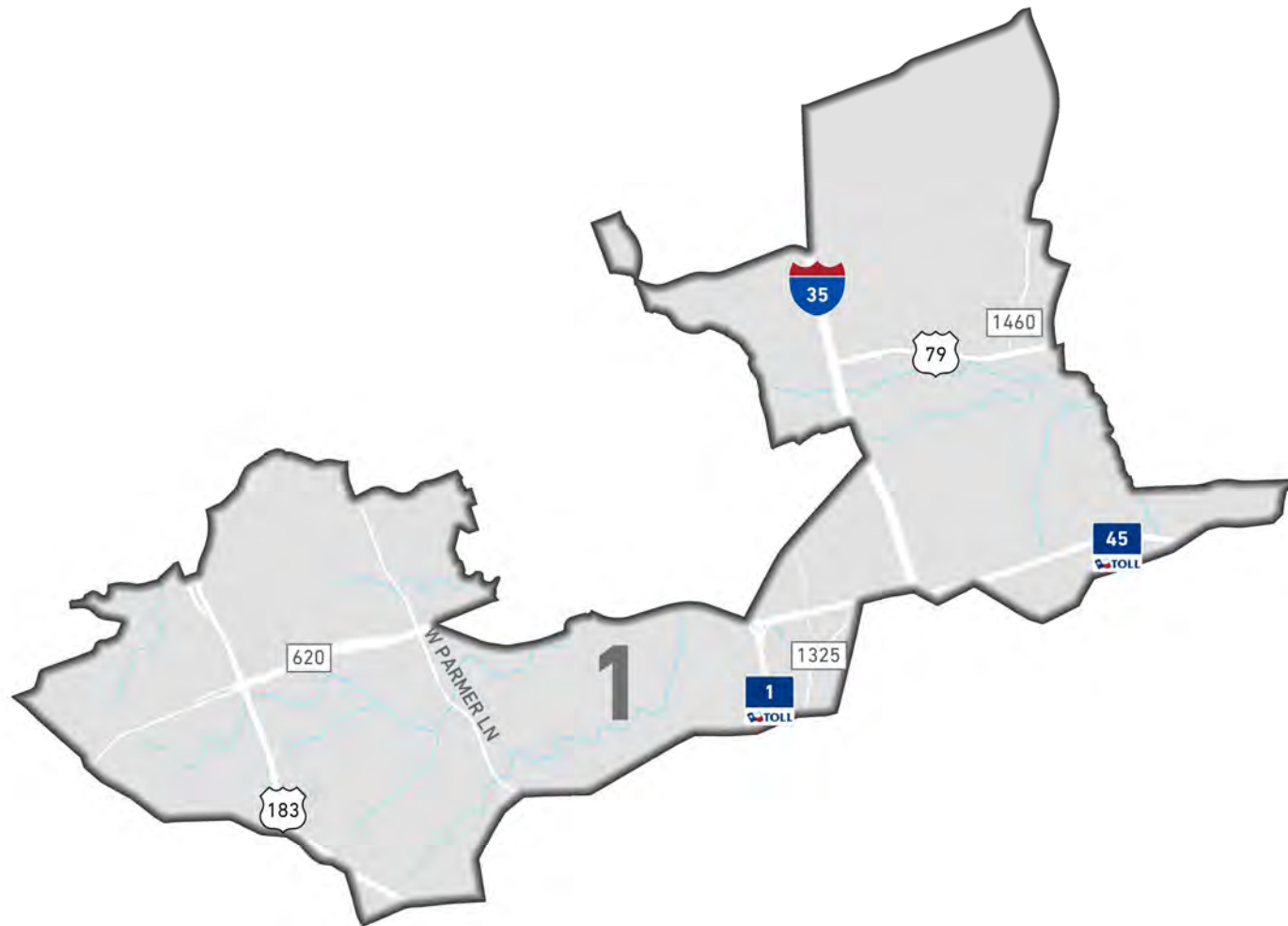
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/17/2024	1/30/2024	2/21/2024	3/4/2024			215		215	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	3/4/2024	3/31/2024	28	\$81,166.50	\$81,166.50	\$9,018.50	\$9,018.50	4	13
4/30/2024	Comments -	Chasco Constructors completed stripping and stockpiling topsoil and started the roadway excavation to lower the profile of the existing roadway.							
						Adjusted Price = \$2,463,313.00			

Williamson County Commissioners Court

Road Bond Program
May 21, 2024

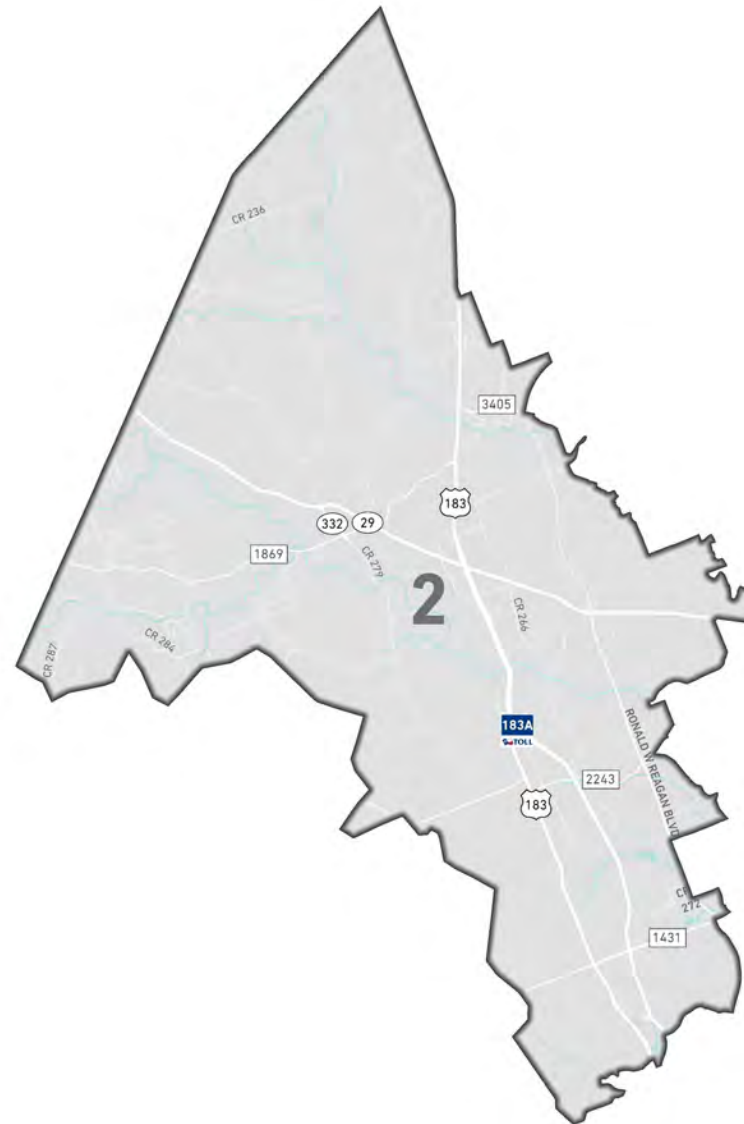


Precinct 1



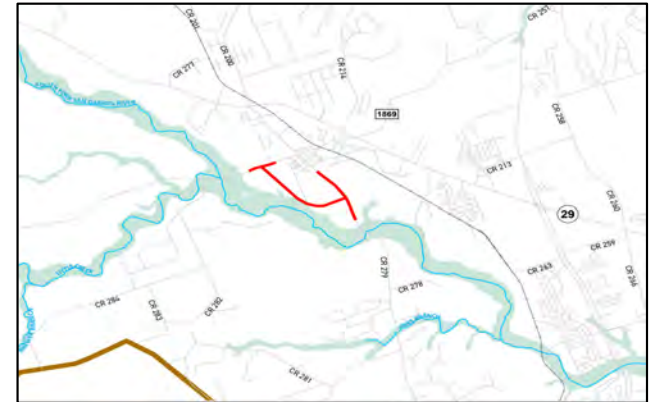
Projects under planning and
design, no active
construction projects

Precinct 2



Liberty Hill (SH 29) Bypass

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 = \$4,335,110.90 (30.6%)

Liberty Hill (SH 29) Bypass



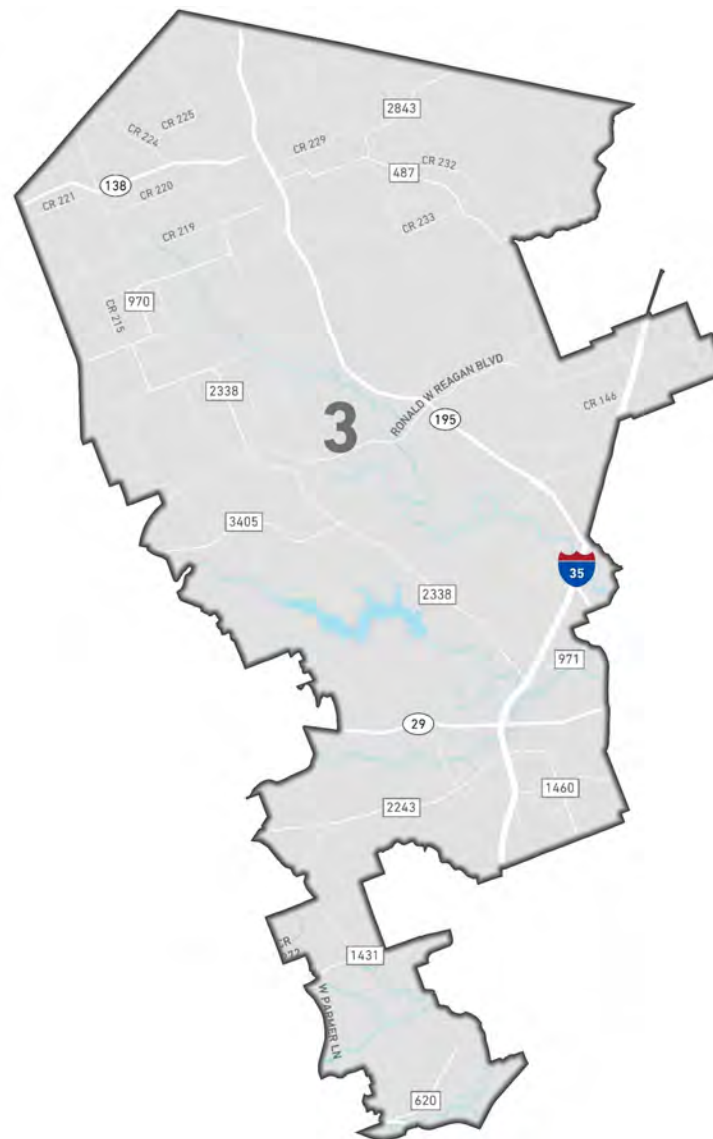
Liberty Hill (SH 29) Bypass



Liberty Hill (SH 29) Bypass

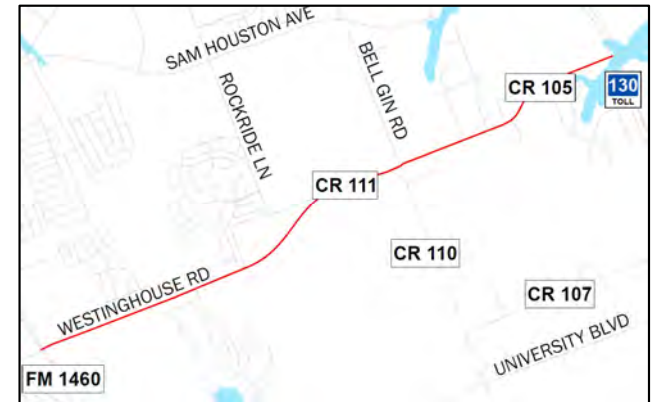


Precinct 3



CR 111 Westinghouse Road

Substantially Complete
March 2024



Original Contract Price = \$21,024,332.88

Total Change Orders to Date = \$1,524,252.53

Adjusted Contract Price = \$22,548,585.41

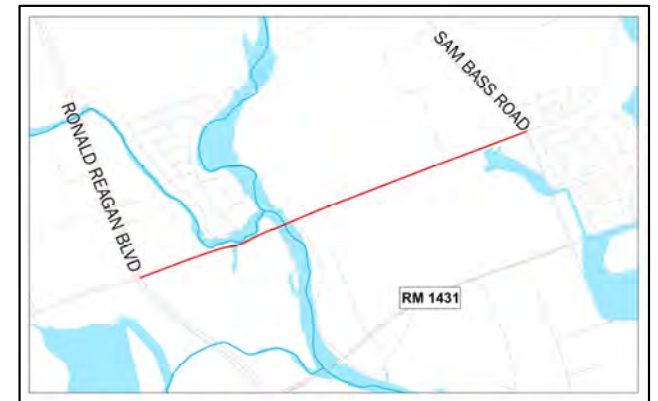
Expenditures to Date = \$20,721,136.23 (92%)

CR 111 Westinghouse Road



New Hope Drive Phase 2A

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

New Hope Drive Phase 2A



New Hope Drive Phase 2A

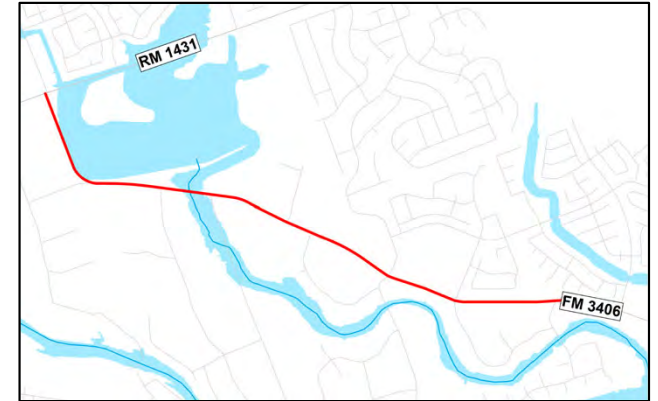


New Hope Drive Phase 2A



Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

Anticipated Completion
Fall 2025



Original Contract Price = \$36,145,959.00

Total Change Orders to Date = -\$2,388,828.12

Adjusted Contract Price = \$33,757,130.88

Expenditures to Date = \$8,124,277.91 (24%)

Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



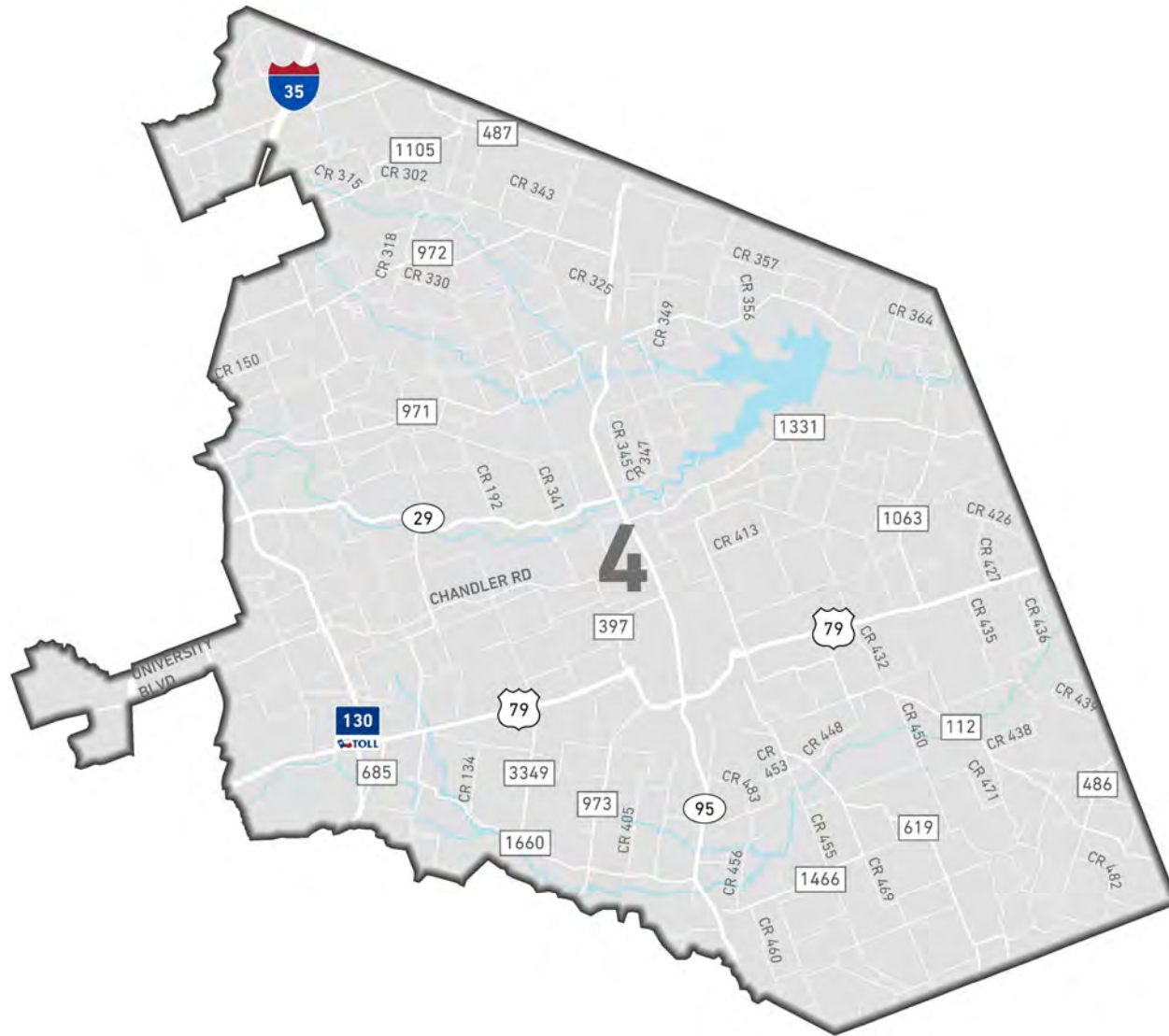
Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

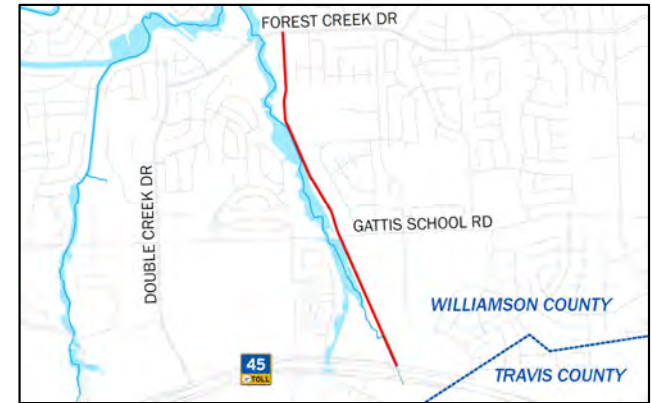


Precinct 4



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)

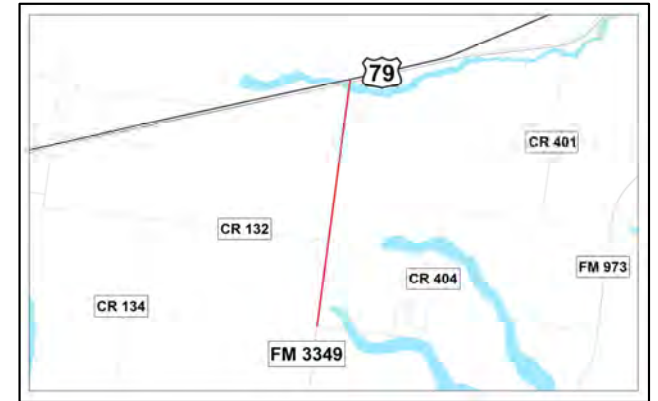


Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

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 = \$49,043,726.60 (58%)

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)

Anticipated Completion
Summer 2024



Original Contract Amount = \$17,694,262.46

Total Change Orders = \$93,578.30

Adjusted Contract Price = \$17,787,840.76

Expenditures to Date = \$13,812,226.75 (78%)

CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)



Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)

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 = \$17,451,021.10 (57%)

Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)



Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)



Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)



CR 332 Realignment

(South of FM 487 to North of CR 313)

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 = \$1,344,083.26 (53%)

CR 332 Realignment (South of FM 487 to North of CR 313)



CR 332 Realignment (South of FM 487 to North of CR 313)

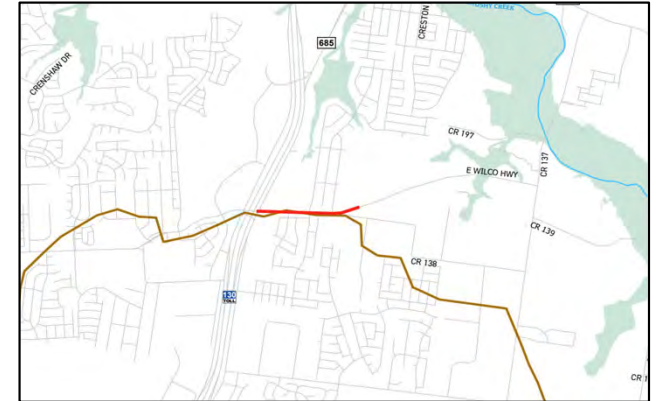


CR 332 Realignment (South of FM 487 to North of CR 313)



CR 138 (Right Turn Lane at SH 130)

Anticipated Completion
Summer 2024



Original Contract Amount = \$1,748, 938.75

Total Change Orders = \$0.00

Adjusted Contract Price = \$1,748, 938.75

Expenditures to Date = \$553,879.86 (31%)

CR 138 (Right Turn Lane at SH 130)



CR 138 (Right Turn Lane at SH 130)



CR 138 (Right Turn Lane at SH 130)



CR 129

(South of Brushy Creek to North of South County Line)

Anticipated Completion
Fall 2024



Original Contract Amount = \$2,463,313,.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$ 2,463,313,.00

Expenditures to Date = \$90,185.00 (4%)

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)



Commissioners Court - Regular Session**31.****Meeting Date:** 05/21/2024

Wilco Atlas 14 Study Update

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the County's Atlas 14 Study Update.

Background

In 2018 the federal government through the National Oceanic and Atmospheric Administration (NOAA) released their analysis of storm events after adding the rainfall data from 1994 through 2017 to the database of considered events. The State of Texas subsequently funded programs through the Texas Water Development Board to encourage Texas cities and counties to update their flood risk maps. Williamson County partnered in 2020 with the State to initiate a study of Williamson County. This agenda item is to announce the public meetings to be held to provide for public awareness and comment on the draft results of the incomplete study. The study is anticipated to be complete in approximately one year.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Wilco Atlas 14 Mapping Briefing

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/16/2024

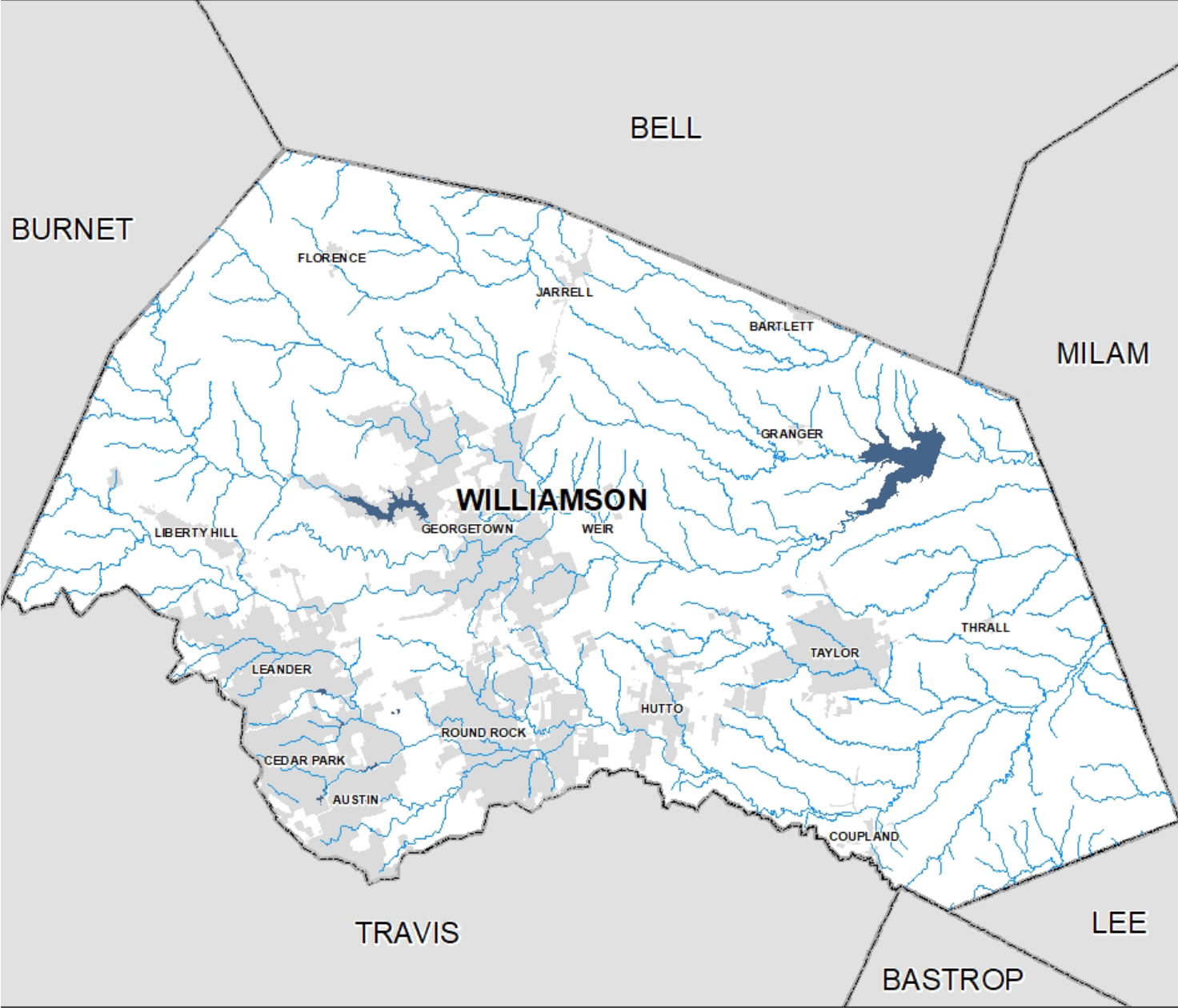
Reviewed By

Becky Pruitt

Date

05/16/2024 09:18 AM

Started On: 05/16/2024 08:45 AM



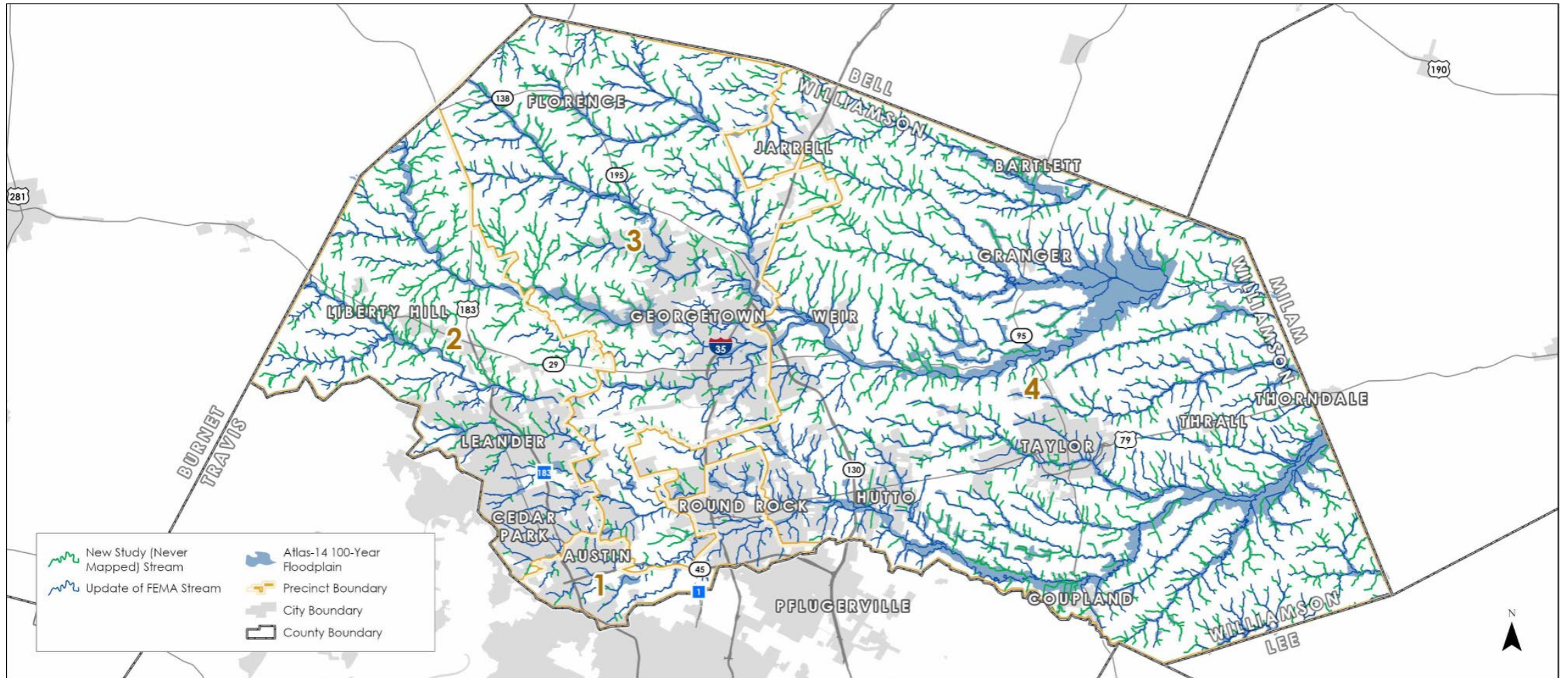
WILLIAMSON COUNTY

ATLAS 14

FLOODPLAIN STUDY

MAY 21, 2024

ATLAS 14



■ National Oceanic and Atmospheric Administration (NOAA) released new Atlas 14 rainfall data in 2018

INCREASE IN FEDERAL HISTORICAL RAINFALL DATA

The Atlas 14 program added the rainfall data from 1994 to 2017 to the rainfall data statically analyzed by NOAA.

In general, the County's 100-year event precipitation ranges have shifted from 8-10 inches to 10-12 inches.

ABOUT THE STUDY

- Williamson County partners with Texas Water Development Board for Atlas 14 study in 2020
 - State of Texas issued grants through Texas Water Development Board to encourage Counties to study the impacts of the heavier rainfall and potential flood exposure.



San Gabriel River 2018 Flood



City of Georgetown 2018 Flood

PUBLIC OUTREACH

UPCOMMING PUBLIC MEETINGS (5:00 - 7:00 PM)

MAY 29TH	Williamson County Georgetown Annex	100 Wilco Way, Room 226, Georgetown
MAY 30 TH	Williamson County Jester Center	1801 E Old Settlers Blvd, Round Rock
JUN 3 RD	The Retreat Activity Center in Sun City	1220 Cattleman Drive, Georgetown
JUN 4 TH	East Williamson County Higher Education Center	1600 Innovation Blvd, Hutto
JUN 5 TH	Dickey Givens Center	1015 E MLK Jr Blvd, Taylor
JUN 6 TH	Williamson County Annex,	350 Discovery Blvd., Cedar Park
JUN 10 TH	Walburg Community Center	4000 FM 972, Georgetown
JUN 17 TH	St. Dominic Savio Catholic School	9300 Neenah Avenue, Austin
JUN 11 TH	Sonterra MUD Clubhouse	510 Sonterra Blvd. Jarrell

WEB VIEWER

[Atlas 14 | Williamson County, TX \(wilcotx.gov\)](https://wilcotx.gov)

FOR MORE QUESTIONS CONTACT:

ROB FAUBION

(512) 200-4963

WILCO@RIFELINE.COM

Commissioners Court - Regular Session**32.****Meeting Date:** 05/21/2024

Award of IFB #24IFB37 Cross Culverts Replacements Phase 2 FY24 to Adams Materials and Excavation LLC for Road and Bridge Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #24IFB37 Cross Culverts Replacements Phase 2 FY24 to Adams Materials and Excavation LLC in the not-to-exceed amount of \$1,068,210.00 and authorize execution of the Agreement.

Background

Williamson County sent out two thousand twenty-two (2,022) notifications with fifty-one (51) document takers and received five (5) vendor submissions. The bids for the project have been reviewed and the apparent low bid, Adams Materials and Excavation LLC, was found to be responsive, mathematically correct, and materially balanced. This contractor has performed similar work on other projects and received positive references from those contacted. The Road and Bridge Department recommends Williamson County award this solicitation to Adams Materials and Excavation LLC. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Recommendation Letter

Bid Tabulation

Bid Tabulation - All submittals

Form 1295 - Adams Materials and Excavation LLC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 05/16/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

05/15/2024 09:07 PM

05/16/2024 08:29 AM

Started On: 05/10/2024 04:18 PM



Agreement for Construction Services

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 24IFB37 Cross Culverts Replacements Phase 2 FY24; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One million sixty-eight thousand two hundred ten dollars and zero cents (\$1,068,210.00), in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 24IFB37, Cross Culverts Replacements Phase 2 FY24; including the specifications set forth therein, which is incorporated herein as if copied in full.

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

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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

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

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

DATE FOR SUBSTANTIAL COMPLETION: 75 working days

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

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

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500 per day from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner’s actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

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

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

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

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

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

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

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

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

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

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

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

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

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

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

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

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

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

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

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self insured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

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

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

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

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

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

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

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

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

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

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

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

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

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

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in

regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

CONTRACTOR:

Adams Materials and Excavation LLC

By:  _____

Printed Name: **Brett Adams**

Sole Manager Title: _____

Date: May 10 2024

Contractor's Designated Representative:

Brett Adams

Phone 512-970-5411

Fax N/A



April 24, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Cross Culvert Replacements Phase 2 FY 24 –
Bid #24IFB37

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Adams Materials and Excavation LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Adams Materials and Excavation LLC - \$1,068,210.00
2. SJ&J Construction, LLC - \$1,107,712.00
3. Chasco Constructors - \$1,114,444.00
4. Aaron Concrete Contractors LLC - \$1,410,725.00
5. Patin Construction LLC - \$1,663,080.00

The Contractor's low base bid is \$45,889.00 above the Engineer's Estimate, a cost increase of 4.49%.

In addition to meeting the bid qualifications, Adams Materials and Excavation LLC has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$1,068,210.00 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Adams Materials and Excavation LLC the contract for the Cross Culvert Replacements Phase 2 FY 24 Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Matt Wilk' followed by 'for JTE'.

J. Terron Evertson, P.E.
Deputy Sr. Director of Infrastructure

Contractor Name: Adams Materials and Excavation LLC

**BID FORM
CROSS CULVERT REPLACEMENTS - PHASE 2 FY 24
WILLIAMSON COUNTY, TEXAS**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
100 6001	PREPARING ROW	AC	1.2	\$28,700.00	\$28,700.00
104 6027	REMOVING CONC (APPR SLAB)	SY	101	\$134.00	\$13,534.00
110 6002	EXCAVATION (CHANNEL)	CY	969	\$47.00	\$45,543.00
132 6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	20	\$190.00	\$3,800.00
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	SY	393	\$46.00	\$18,078.00
340 6106	D - GR HMA(SQ) TY - D PG64-22	TON	194	\$475.00	\$92,150.00
400 6002	STRUCT EXCAV (BOX)	CY	365	\$184.00	\$67,160.00
400 6003	STRUCT EXCAV (PIPE)	CY	1,011	\$74.00	\$74,814.00
402 6001	TRENCH EXCAVATION PROTECTION	LF	76	\$86.00	\$6,536.00
422 6001	REINF CONC SLAB	SF	857	\$16.00	\$13,712.00
432 6003	RIPRAP (CONC)(6 IN)	CY	37	\$984.00	\$36,408.00
432 6027	RIPRAP (STONE COMMON)(DRY)(24 IN)	CY	93	\$173.00	\$16,089.00
460 6011	CMP AR (GAL STL DES 4)	LF	295	\$77.00	\$22,715.00
460 6024	CMP AR (GAL STL DES 7)	LF	96	\$172.00	\$16,512.00
462 6021	CONC BOX CULV (8 FT X 6 FT)	LF	104	\$799.00	\$83,096.00
462 6031	CONC BOX CULV (10 FT X 7 FT)	LF	90	\$934.00	\$84,060.00
466 6114	HEADWALL (CH - PW - A - 0) (DES= 7)	EA	2	\$21,000.00	\$42,000.00
466 6182	WINGWALL (PW-1) (HW=7FT)	EA	2	\$51,000.00	\$102,000.00
466 6183	WINGWALL (PW-1) (HW=8FT)	EA	1	\$42,000.00	\$42,000.00
466 6184	WINGWALL (PW-1) (HW=9FT)	EA	1	\$42,000.00	\$42,000.00
467 6550	SET (TY II) (DES 4) (CMP) (6:1) (C)	EA	16	\$3,313.00	\$53,008.00
496 6006	REMOV STR (HEADWALL)	EA	6	\$1,667.00	\$10,002.00
496 6007	REMOV STR (PIPE)	LF	266	\$106.00	\$28,196.00
500 6001	MOBILIZATION	LS	1	\$53,445.00	\$53,445.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	\$13,000.00	\$52,000.00
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	212	\$23.00	\$4,876.00
506 6011	ROCK FILTER DAMS (REMOVE)	LF	212	\$18.00	\$3,816.00
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	460	\$6.00	\$2,760.00
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	460	\$5.00	\$2,300.00
552 6010	WIRE FENCE (WATER GAP) (SPECIAL)	LF	30	\$230.00	\$6,900.00
PROJECT TOTAL					\$1,068,210.00

24IFB37 Cross Culverts Replacements Phase 2 FY24

Opened on: Tuesday, March 26, 2024

Supplier Name	Amount
SJ & J CONSTRUCTION, LLC	\$1,107,712.00
PATIN CONSTRUCTION LLC	\$1,663,080.00
CHASCO CONSTRUCTORS	\$1,114,444.00
AARON CONCRETE CONTRACTORS LLC	\$1,410,725.00
ADAMS MATERIALS AND EXCAVATION LLC	\$1,068,210.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Adams Materials and Excavation LLC
Florence, TX United States

Certificate Number:
2024-1152824

Date Filed:
04/26/2024

Date Acknowledged:
05/10/2024

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

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24IFB37

To furnish all materials, equipment, tools and labor as necessary to complete the cross culverts replacement Ph 2 FY24

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Adams, Brett	Florence, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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Adams Materials and Excavation LLC
Florence, TX United States

Certificate Number:
2024-1152824

Date Filed:

04/26/2024

Date Acknowledged:

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

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24IFB37

To furnish all materials, equipment, tools and labor as necessary to complete the cross culverts replacement Ph 2 FY24

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Adams, Brett	Florence, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Brett Adams, and my date of birth is [REDACTED].

My address is [REDACTED], Florence, TX, 76527, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 26 day of April, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**33.****Meeting Date:** 05/21/2024

Doucet 1903-303 WA3 Wilco Site Detention & Water Quality Pond

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$179,590.00 to expire on December 31, 2026 under Williamson County Contract for Engineering Services between Doucet & Associates and Williamson County dated July 16, 2019 for Wilco Site Detention and Water Quality Pond. Funding source: P519.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDoucet 1903-303 WA3 Wilco Site Detention & Water Quality Pond

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/16/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

05/16/2024 08:40 AM

05/16/2024 10:05 AM

Started On: 05/10/2024 08:30 AM

WORK AUTHORIZATION NO. 3

PROJECT: Wilco Site Detention & Water Quality Pond

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$179,590.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

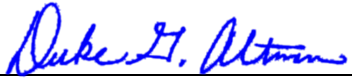
Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____.

ENGINEER:

Doucet & Associates, Inc.

By: 
Signature

Duke Altman, PE, CFM
Printed Name

Sr. Program Manager -
Public Works & Water Resources
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by Engineer

Please see attached. Additionally, the Engineer will also evaluate existing and proposed infrastructure within this county campus and design improvements to the on-site stormwater management system.

Attachment C - Work Schedule

Please see attached.

Attachment D - Fee Schedule

Please see attached.

November 28, 2023
Updated April 12, 2024
Updated April 17, 2024

Mr. David Zwernemann, P.E.
Wilco Floodplain Manager
Williamson County
3151 S.E. Inner Loop
Georgetown, Texas 78626

RE: Engineering Services for Wilco Site Detention & Water Quality Pond – Proposal No. P215-018

Dear Mr. Zwernemann,

Doucet & Associates, Inc. (Doucet) is pleased to submit this proposal for the above-referenced Williamson County (County) project work for your review and approval. This proposal constitutes proposed engineering services within the Williamson County parcel (WCAD Parcel No. R038840) located at 200 Wilco Way, Georgetown, Texas. The proposed work related to stormwater detention and water quality improvements will be performed in the following phases:

- I. Preliminary hydrologic and hydraulic modeling
- II. Final design & permitting
- III. Development of construction drawings & bid documents
- IV. Construction phase services

The proposed pond location(s), channel improvements, and other required site improvements developed as part of preliminary scoping efforts are shown on **Attachment 3** for reference.

In order to cover the wide range of professional services that are required for this overall project while leveraging site experience and context gained from the nearby Smith Branch Flood Control Wilco project, our team will be led by myself, Colin Slagle, and Duke Altman. We understand the complexity of this project and have been in continuous coordination with Wilco and its other development design partners on the Wilco campus.

As you may know, Doucet was acquired by Kleinfelder in 2023, greatly expanding the depth and breadth of the capabilities, expertise, and service lines we are able to offer Williamson County. For the purposes of this Scope and Fee Proposal, we have separated distinct Scopes of Work to be performed by each of these groups, and their respective subproposals are attached to this overall Doucet proposal. These groups and their involvement in the project are provided below:

- Doucet Environmental Division (Compliance with Threatened and Endangered Species Act, Waters of the US, Cultural Resources & THC) – See **Attachment 4**.
- Kleinfelder Geotechnical Services (Geotech Investigations, Geologic Assessment) – See **Attachment 5**.
- Doucet Geospatial Division (Topographic & Tree Survey) – See **Attachment 6**.

GENERAL PROJECT DESCRIPTION

This work order request is for final design, construction documents, and construction phase services associated with the proposed detention and water quality ponds. The County wishes to provide two centrally-located ponds that adequately detain and remove Total Suspended Solids (TSS) from fully developed discharge resulting from current and future facility developments on the Wilco property. The property lies within the full-purpose City Limits of Georgetown, Texas and is owned by Williamson County. Detention design parameters will observe the stricter of the two governing jurisdictions. Water quality design calculations will use City of Georgetown criteria since it is stricter than TCEQ water quality requirements for areas within the Edwards Aquifer Recharge Zone, as reflected in TCEQ publication RG-348, "Complying with the Edwards Aquifer Rules", revised July 2005.

Prior to this proposal, Doucet performed a preliminary conceptual analysis of anticipated detention and water quality volume demands for current and future impervious cover on the Wilco site. Doucet presented Williamson County with four options for the proposed detention and water quality design approach. To briefly summarize:

1. **Single Pond** – Provide detention and water quality in a single location by expanding the existing pond near Tributary 4 and its confluence with Smith Branch. Over-detain and over-treat TSS to account for developed runoff east of Tributary 4 that cannot be routed to the proposed pond.
2. **Two Ponds** – Expand the existing pond near Tributary 4 and Smith Branch and construct a new pond east of Tributary 4.
3. **Valley Storage** – Expand excavation along Smith Branch on the Wilco property to add valley storage. No detention pond would be designed in this option.
4. **Regional Detention** – Construct a regional detention pond upstream of the Maple Street embankment. This option would require substantial property purchase and/or easement acquisition.

Doucet and Williamson County concluded that options 3 and 4 were likely infeasible due to diminishing returns on detention capacity and anticipated adverse impacts to the FEMA floodplain for Smith Branch. Upon discussion with and confirmation by TCEQ personnel, Option 2 was selected as the ideal configuration for the proposed improvements.

The overall project goal is to design sufficient stormwater detention and water quality treatment features so that future development on the Wilco property will not require independent detention and water quality features. The proposed work in Phase I - Preliminary H&H Modeling will evaluate Option 2 to identify the optimal configuration of the proposed improvements. Should an additional option be required, Doucet may submit a contract addendum. In Phase 2 - Final Design & Permitting, the proposed improvements will be designed to meet all governing jurisdictions' criteria and will identify all required permits. In Phase 3, Doucet will produce construction plans and documents to support bidding and contract award for construction. In Phase 4, Doucet will perform construction management services including project close-out.

SCOPE OF SERVICES

The scope of services for this Work Authorization consists of four (4) phases: I) Preliminary H&H Design, II) Final Design and Permitting, III) Construction Drawings & Bid Documents, and IV) Construction Phase Services. A detailed breakdown of tasks within each phase of work is provided below.

Phase I – Preliminary H&H Design

1) Field Reconnaissance

To fully understand site conditions and provide solid solutions during design and construction document development (prior to the construction phase), Doucet staff will take approximately four (4) field reconnaissance trips (e.g. if two people go to the site at one time, that represents two trips) to the site during the performance of the design work outlined in this proposal. Site visits during the construction phase are included as part of Phase IV. Field investigations performed by our Geospatial and Geotechnical groups will also be part of the work proposed, but the time and cost associated with their trips are included in their respective proposed work efforts (see attachments).

2) Project Meetings & Coordination

To coordinate the considerable work that will be required for Phase I of the proposed project, it is anticipated that three (3) meetings will be held with the County and attended by two Doucet staff per meeting. If only one Doucet staff attends, then proportionately more meetings can be attended within the proposed budget. Project progress/status, upcoming work, problems and/or potential problems, agency coordination, and other items will be discussed with plans made to eliminate or minimize any impacts to the project progress and budget. Our teaming partners will participate in certain meetings as needed and per their respective scopes of work.

In addition to regular project meetings, Doucet will coordinate one (1) initial meeting with the City of Georgetown and TCEQ to obtain concurrence on the proposed detention and water quality design configuration. During this coordination, Doucet will also ascertain all required submittal elements and/or permit applications described in Task II – Final Design and Permitting.

3) Teaming Partners Coordination

The Doucet Project Manager (PM) will coordinate with the Survey, Geotechnical, Geologic, and Environmental groups to achieve project goals and maintain schedule adherence. The PM will also keep the County informed on the progress of their efforts and discuss any problems that might be encountered. The proposed teaming partners have worked with Wilco before, so we anticipate great teamwork and an efficiently run project. Our teaming partners and their respective work descriptions are outlined in **Attachments 4, 5, and 6.**

4) Field Surveying

Some survey work completed with the Smith Branch Flood Control project may be utilized for this proposed work, including boundary survey of the approx. 180-acre tract). The proposed field surveying work associated with this proposal will include additional tree and topographic survey of the work area (approx. 40 acres).

Our PM will oversee the work and coordinate with the County to obtain access and needed information. Details regarding the Doucet Geospatial scope and fee are provided in **Attachment 6**.

5) Hydrologic & Hydraulic Modeling

This task will include refined H&H modeling of the project area, focusing current and future planned development on the Wilco property. Two model conditions will be evaluated: Current Conditions reflecting existing site conditions and development projects already underway, and Fully Developed Conditions reflecting future development of buildings, roadways, and parking areas on the Wilco property. Drainage areas will be delineated in each model condition to quantify runoff to Smith Branch and Tributary 4 which bisects the Wilco property north-to-south. Analysis of downstream peak discharges will be evaluated at the crossing of Smith Branch and Southwestern Boulevard at the northern corner of the Wilco property. Modeling of the conceptual detention and water quality solutions will allow our design team to select the most advantageous improvements that will meet all project goals and align with future developments planned by Williamson County. Analysis will focus on the 2-, 10-, 25-, and 100-year design storm events per City of Georgetown drainage criteria.

Modeling will also consider on-site routing of developed discharge through existing and proposed channels and/or storm drain networks to pond improvements. Per TCEQ guidance, proposed pond improvements will be located on either side of Tributary 4, generally on the east and west sides of the tributary. Doucet will continue to coordinate with Wilco's development design teams for the adjacent planned projects to ensure comprehensive stormwater and water quality management design for both of the proposed ponds.

6) Preliminary Engineering Report

A preliminary engineering report will be developed to present and document all pertinent project work that led to the designs developed. The results presented will form the basis for the final design of the proposed improvements. The report will include all applicable reports and findings produced by our teaming partners (some possibly by reference or as attachments) that influence improvement designs.

Phase II – Final Design and Permitting

1) Project Meetings & Coordination

To coordinate the considerable work that will be required for Phase II of the proposed project, it is anticipated that four (4) meetings will be held with the County and attended by two Doucet staff per meeting. If only one Doucet staff attends, then proportionately more meetings can be attended within the proposed budget. Project progress/status, upcoming work, problems and/or potential problems, agency coordination, and other items will be discussed with plans made to eliminate or minimize any impacts to the project progress and budget. Teaming partners will participate in certain meetings as needed and per their respective scopes of work.

2) Teaming Partners Coordination

The Doucet Project Manager (PM) will continue to coordinate with the Survey, Geotechnical, Geologic, and Environmental groups to incorporate their findings and recommendations into the various design elements. The PM will continue to update the County on the progress of their efforts and discuss any problems that

might be encountered. In the Final Design and Permitting phase, deliverables from each group will aid in permitting efforts, inform the design of earthwork and site improvements, and will support the development of construction plans.

3) Hydrologic & Hydraulic Modeling

Following review of the Preliminary Engineering Report, Doucet will finalize all hydrologic and hydraulic modeling on which design drawings will be based. Doucet will finalize detention calculations, outfall design, and water quality calculations using TCEQ and City of Georgetown design guidelines. Proposed on-site routing features will be designed to provide conveyance of future flows to the detention and water quality ponds. Final H&H modeling parameters and results will be summarized in the Final Engineering Report.

4) Permitting Coordination

Permitting Coordination will be significant for this project as there are numerous project elements that must be designed to meet all respective requirements. Additionally, project plans and supporting documentation must be submitted to specific agencies/entities for their review and approval to ensure that the project meets their respective requirements. The environmental permitting will be of significant importance as project improvements must be developed in a manner to avoid and/or mitigate potential impacts. Therefore, design engineers will work very closely with the Doucet Environmental Division and Kleinfelder Geotechnical Services group. The environmental scope of work is outlined in **Attachment 4**, and the geologic assessment scope of work is outlined in **Attachment 5**. Permitting coordination includes:

- a. Environmental (Williamson County, City of Georgetown, ESA, WOUS, THC)
- b. TCEQ WPAP (including Geologic Assessment) – required in Edwards Aquifer Recharge Zone
- c. Williamson County Review
- d. City of Georgetown Review

5) Final Engineering Report

Updates to preliminary designs will be incorporated into a Final Engineering Report to present and document all pertinent project work that led to the designs developed. The results presented will form the basis for construction drawings of the proposed improvements. The report will include all applicable reports and findings produced by our teaming partners (some possibly by reference or as attachments) that influence improvement designs. Doucet will also prepare preliminary opinion of probable construction cost at this time.

Phase III – Construction Drawings & Bid Documents

Construction drawings and bid document development will be provided based on the analyses and designs that were developed in Phases I and II. A listing of the anticipated drawings is provided below.

1) Construction Drawings

- a. Cover
- b. General Notes
- c. Existing Conditions – Topo & Tree Survey
- d. Proposed Conditions – Overall Site Project Layout
- e. Drainage Plan – Existing Conditions

- f. Drainage Plan – Proposed Conditions
 - g. Erosion & Sedimentation Control Plan
 - h. Pond Improvements Plan and Profile
 - i. Channel Improvements Plan and Profile
 - j. Miscellaneous Details
- 2) Project Manual & Specifications
A project manual with specifications will be developed per the County’s requirements. The manual, specifications, and construction drawings will guide interested contractors in providing solid bids to perform the construction work required. The manual and specifications will specifically outline how the project improvements are to be built by the selected bidder (contractor).
- 3) Engineer’s Opinion of Probable Construction Cost
Doucet will provide an updated construction cost estimate at the final design level to allow the County to plan and budget costs of the project improvements during the design/construction drawing process.
- 4) Pre-Bid Conference & Bid Addenda Coordination
Doucet will assist the County in holding a pre-bid conference and coordinate bid addenda as needed.
- 5) Bid Review & Award Assistance
Once bids are received, Doucet will review and tabulate the bids and assist the County in selecting the contractor that will construct the project.

Phase IV – Construction Phase Services

During the construction phase services, Doucet will perform certain tasks to assist the County’s staff in overseeing project construction. County staff will have the primary day-to-day responsibility to oversee construction with Doucet staff providing assistance by performing the functions outlined below.

- 1) Meetings & Coordination
 - a. Pre-Construction
 - b. Regular Site Visits (approx. 2 per month)
 - c. Final Inspection & Punch List
- 2) Contractor Schedule Review
- 3) Contractor Submittal Review (assume 10)
- 4) Contractor RFI Review & Response (assume 5)
- 5) Change Order Request Review & Preparation (assume 2)
- 6) As-Built Drawings
Construction contractor to provide as-built field survey for Doucet consideration and review. If Doucet is to provide this as-built field survey, and additional service will be developed for the County’s consideration.

ASSUMPTIONS

1. Reimbursables - Printing, reproduction, and other non-labor charges that are directly related to this project will be billed at cost. In-house printing charges will be based on competitive rates of local reproduction companies.
2. Services excluded from this proposal are, but not limited to,: street pavement design; **easement development and acquisition without a scope of work change and associated additional services agreement; as-built surveying**; OSSF (Septic) Design; construction staking; permit fees; zoning; site electrical design; site landscape design; architectural elevations; traffic impact analysis (TIA); Phase 1 ESAs; and unanticipated engineering services associated with issues that may arise during construction. Should any of these services be desired or required, an additional scope and fee proposal will likely be necessary.
3. All permit, license, inspection, testing fees, etc., shall be the responsibility of the Owner or Client and are not included in this agreement.
4. Should the Owner request changes to the above defined SCOPE OF SERVICES after an agreement is developed or if additional services are requested, the additional work shall be billed on a time and materials basis or other arrangement agreeable to both parties. An estimate of additional costs will be provided and approved prior to proceeding with the additional project work.
5. The professional services fees associated with this proposal do not include fees payable to the City, County, TCEQ, USACE, FEMA, or other review or permitting authorities.
6. Once our deliverables are reviewed and all comments addressed, further modifications to the document will be considered additional services if they are significant.

COMPENSATION

Client will pay Doucet for the Services in accordance with the attached Rate Schedule provided in **Attachment 1**. If additional services are required, these services will be invoiced at the rates that have been approved at that time. An overall fee spreadsheet for our Doucet project team is provided in **Attachment 2**. The estimated cost of the services and basis of payment are as follows:

Description		Basis of Payment	Estimated Fee
I.	Preliminary H&H Design	Rate Schedule	\$ 17,565
II.	Final Design & Permitting	Rate Schedule	\$ 33,955
III.	Construction Drawings & Bid Documents	Rate Schedule	\$ 43,500
IV.	Construction Phase Services	Rate Schedule	\$ 29,490
V.	Specialized Scopes (Teaming Partners)		
	Survey (Doucet Geospatial)	Lump Sum, NTE	\$ 12,825
	Environmental (Doucet Environmental)	Lump Sum, NTE	\$ 17,000
	Geotechnical (Kleinfelder)	Lump Sum, NTE	\$ 17,000
	Geologic Assessment (Kleinfelder)	Lump Sum, NTE	\$ 6,255
VI.	Reimbursables (estimate)	At Cost (no markup)	\$ 2,000
Total Cost:			\$ 179,590

SCHEDULE

Upon receiving authorization to proceed from the County, the Doucet team anticipates that Phases I & II (Preliminary and Final Design) can be completed in Q3 of 2024, Phase III (Construction Documents) completed in Q1 of 2025, and Phase IV (Construction) can be completed by end of Q3 of 2025. However, agency reviews and unknown

conditions/situations that could arise out of the environmental work could require additional time to complete the project. **Attachment 7** provides an Anticipated Project Timeline incorporating our best estimates of agency review and coordination timeframes. Please note that field surveying will require granting of access to all needed properties prior to performing some of that work.

APPROVAL

Thank you for considering this new work authorization. We look forward to continuing to work with Williamson County on this challenging project that has numerous professional elements. We have assembled a great team within Doucet and Kleinfelder to meet the many work disciplines needed. Should this proposal be acceptable, please let us know how we can help to incorporate it into our County contract. If you have any questions, please do not hesitate to call me at (817) 371-7730 (my cell phone) or (512) 583-7605 (my office phone). You can also contact me by email at: dclark@kleinfelder.com.

Sincerely,



David Clark, P.E., CFM
Program Manager – Austin Public Works

TBPELS Engineering Firm No F-3937
TBPELS Surveying Firm No. 10194551

cc: Duke Altman - Doucet
Colin Slagle - Doucet

Attachments:

1. 2023 Doucet Rates
2. Doucet Labor Breakdown
3. Proposed Pond Layout Exhibits
4. Doucet Environmental Division Proposal
5. Kleinfelder Geotechnical & Geological Proposal
6. Doucet Geospatial Survey Proposal
7. Anticipated Project Timeline



ATTACHMENT 1

2023 Doucet Rates

Schedule A

Doucet Fee Schedule (2023)

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Principal Engineer (PE)	\$295.00	Principal Surveyor (RPLS)	\$290.00
Senior Project Manager	\$275.00	Project Manager (RPLS)	\$245.00
Project Manager	\$230.00	Project Surveyor	\$165.00
Senior Project Engineer (PE)	\$215.00	Survey Specialist	\$150.00
Project Engineer III	\$195.00	Survey Technician	\$125.00
Project Engineer II	\$185.00		
Project Engineer I	\$170.00	GIS Specialist	\$155.00
Engineer Associate III	\$160.00	GIS Technician	\$125.00
Engineer Associate II	\$150.00	LiDAR Specialist	\$150.00
Engineer Associate I	\$135.00	LiDAR Technician	\$120.00
		Aerial Mapping Specialist	\$150.00
Sr. Construction Manager	\$180.00	Aerial Mapping Technician	\$120.00
Sr. Construction Inspector	\$170.00	Utility Specialist	\$145.00
Construction Manager	\$125.00	Utility Technician	\$115.00
Construction Inspector	\$115.00		
		Field Coordinator	\$165.00
Sr. Civil Technician	\$165.00	Field Specialist	\$130.00
Civil Technician	\$145.00	Crew of 1	\$130.00
Assistant Civil Technician	\$130.00	Crew of 2	\$170.00
		Crew of 3	\$230.00
Senior Planner (AICP)	\$210.00	Environmental Project Manager	\$200.00
Project Planner	\$160.00	Environmental Specialist	\$145.00
Project Technical Lead	\$165.00	Environmental Technician	\$120.00
Staff Planner	\$140.00	Project Archaeologist	\$165.00
Planning Technician	\$120.00		
		Division Administrator	\$125.00
Project Coordinator	\$135.00	LiDAR Scanner	\$120.00
Sr. Operations Assistant	\$120.00	Drone	\$675.00
Engineering Intern	\$90.00	Ground Targets	\$35/ea.
Operations Assistant	\$85.00	Concrete Monuments	\$290/ea.
		ATV/Boat/Sonar	
Expert Witness	\$550.00	Mileage	\$0.655/ mile

Doucet reserves the right to periodically adjust our fee schedule.

DA 2023A



ATTACHMENT 2

Doucet Labor Breakdown

ATTACHMENT 2
Doucet Associates, Inc.
Manhour Breakdown and Direct Labor
Williamson County Detention Water Quality
Engineering Services

	Tasks	Duke Principal Engineer (\$295/Hr.)	Colin S Sr. Project Manager (\$275/Hr.)	David C Project Manager (\$230/Hr.)	Project Engineer III (\$195/Hr.)	Civil Technician (\$145/Hr.)	Sr. Operations Assistant (\$120/Hr.)	Task Budget	Approx Budget per Contract Task
1.	Preliminary H&H Design								\$17,565.00
	Field Reconnaissance			4	4			\$ 1,700.00	
	Project Meetings and Coordination	2	3	3	3			\$ 2,690.00	
	Meeting with Georgetown & TCEQ	1	1	2				\$ 1,030.00	
	Prelim Hydrologic & Hydraulic Modeling	1	2	12	24			\$ 8,285.00	
	Preliminary Engineering Report	2	2	4	8		2	\$ 3,860.00	
		6	8	25	39	0	2		
	Total for Phase I	\$1,770.00	\$2,200.00	\$5,750.00	\$7,605.00	\$0.00	\$240.00		
2.	Final Design and Permitting								\$33,955.00
	Project Meetings and Coordination	2	4	4	4			\$ 3,390.00	
	Final Hydrologic & Hydraulic Modeling			8	20			\$ 5,740.00	
	Permitting Coordination	2	8	16	16	4	4	\$ 10,650.00	
	Final Engineering Report		2	20	10			\$ 7,100.00	
	QA/QC for Final Engineering Report & Modeling	4	2	2				\$ 2,190.00	
	Comment Response (1 round)	1	2	4	16			\$ 4,885.00	
		9	18	54	66	4	4		
	Total for Phase II	\$2,655.00	\$4,950.00	\$12,420.00	\$12,870.00	\$580.00	\$480.00		
3.	Construction Drawings & Bid Documents								\$43,500.00
	Construction Drawings	2	2	10	30	50		\$ 16,540.00	
	Project Manual & Specifications		2	10	10			\$ 4,800.00	
	Engineer's Opinion of Probable Construction Cost	1	1	4	8	8		\$ 4,210.00	
	QA/QC for Construction Drawings & Bid Docs	4	2	2	4	4		\$ 3,550.00	
	Comment Response (1 round)	1	2	4	10	10		\$ 5,165.00	
	Permitting Coordination	1	2	8	8	4	2	\$ 5,065.00	
	Pre-Bid Conference & Bid Addenda Coordination	2	2	4	4		2	\$ 3,080.00	
	Bid Review & Award Assistance			2	2		2	\$ 1,090.00	
		11	13	44	76	76	6		
	Total for Phase III	\$3,245.00	\$3,575.00	\$10,120.00	\$14,820.00	\$11,020.00	\$720.00		
4.	Construction Phase Services								\$29,490.00
	Meetings and Coordination (Pre-con, regular site visits, Final inspection & punchlist)	6	6	10	10			\$ 7,670.00	
	Contractor Schedule Review			6	6			\$ 2,550.00	
	Contractor Submittal Review			8	4			\$ 2,620.00	
	Contractor RFI Review & Response		4	16	16			\$ 7,900.00	
	Change Order Request Review & Preparation		2	8	8			\$ 3,950.00	
	As-Built Drawings			4	8	16		\$ 4,800.00	
		6	12	52	52	16	0		
	Total for Phase IV	\$1,770.00	\$3,300.00	\$11,960.00	\$10,140.00	\$2,320.00	\$0.00		
	Total Labor								\$124,510.00
	Sum of Non-labor services: Data transfer, materials, etc.								\$ 2,000.00
	Teaming Partners - Specialized Scopes of Work								\$ 53,080.00
	Surveying Services - Doucet Geospatial Division							\$12,825.00	
	Environmental Services - Doucet Environmental Division							\$17,000.00	
	Geotechnical Investigation & Geologic Assessment - Kleinfelder Geotechnical Services							\$23,255.00	
	Doucet TOTAL								\$179,590.00

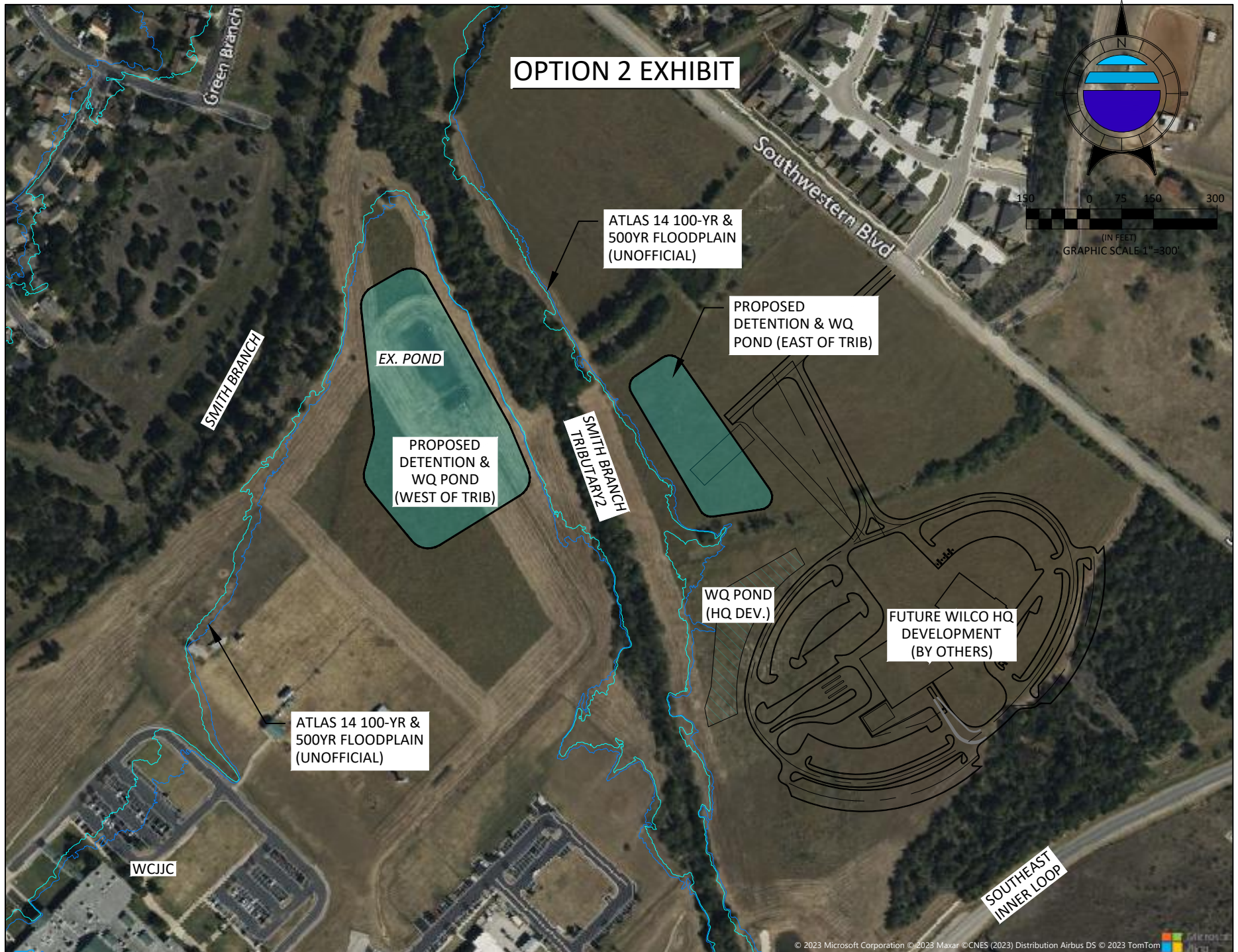
ATTACHMENT 3

Proposed Pond Layout Exhibit Option 2 – Ponds Either Side of Tributary 4

OPTION 2 EXHIBIT



150 0 75 150 300
(IN FEET)
GRAPHIC SCALE 1"=300'





ATTACHMENT 4
Doucet Environmental Division Proposal
Environmental Services



WILLIAMSON COUNTY – DETENTION & WATER QUALITY POND PROJECT ENVIRONMENTAL CONSULTING SUBPROPOSAL

Threatened and Endangered Species Habitat Assessment: \$7,000 Lump Sum

The Endangered Species Act of 1973 (ESA) provides for protection of plant and animal species listed by the U.S. Fish and Wildlife Service (USFWS) as threatened or endangered. The federal agency regulates the “take” of threatened and endangered species under Section 9 of the ESA. “Take” is defined as to “harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.” “Harm” is further defined as any act that actually kills or injures fish or wildlife or that results in habitat modification or degradation that significantly impairs essential behavioral patterns of fish or wildlife. However, the ESA provides exemptions for “take” that is incidental to otherwise lawful activities on non-federal lands through Section 10 Incidental Take Permit (ITP) or Section 7 interagency consultation for projects with a Federal nexus. Chapter 68 of the Texas Parks and Wildlife Code protects state-listed threatened and endangered species and also prohibits “take”.

The first step in evaluating the potential impacts on federal or state listed threatened or endangered species is to conduct a habitat assessment. A threatened and endangered species habitat assessment will characterize the project site, conduct an ecological survey of the project site, assess potential impacts of the project to threatened and endangered species and offer recommendations for moving the project forward.

A Doucet qualified Biologist or Environmental Scientist will review the project site regarding the above-mentioned state and federal regulations, characterize the site, habitat features, vegetation associations and cover types, water resources, geology, soils and ecological communities on or near the Site. A map of these features, a photo log of the site visit and a list of regulated species (along with an assessment of their potential to exist on-Site) will be provided in a report deliverable. Additionally, compliance recommendations will be made based on known project constraints.

**Please note we are obligated by conditions of USFWS 10(a)1(a) permits to report findings to USFWS. Additionally, species specific surveys are not included in this scope of work.*

***Doucet makes no warranty regarding the action of any regulatory agency, including local, state or federal in connection with the services performed.*

Waters of the US General Consulting Services: hourly NTE \$5,000

This task is set up as an hourly rate to assist in the project planning of potential impacts to wetlands and waters of the US. The hourly task allows for flexibility based on the client’s needs and expectations as the project moves forward to permitting. Additional tasks may include Agency Consultation and No Permit Required letter, Pre-Construction Notification to the USACE, NWP application, general environmental consulting services or other requests as directed by the client.

Cultural Resource Desktop Investigations: \$5,000 Lump Sum

Doucet will conduct a cultural and historical resources risk assessment of the project site for compliance with the Antiquities Code of Texas (ACT) and the Texas Historical Commission (THC). Doucet will conduct a desktop investigation and summary report documenting all cultural work and clearances needed for the project.



The first phase will involve background research to gather data on previously recorded cultural resources (archaeological sites, historic cemeteries, National Register of Historic Places (NRHP) on or within a one-mile location. Additionally, we will review soil data, surface geology, topography and aerial imagery examining both publicly available and restricted access data. Based on the results of this work, Doucet will identify the location and extend of any areas that are deemed as high probability for the presence of archaeological sites within the project area and identify potential historic resources within the project area and a one-mile radius with a potential for impacts.

Recommendations for field investigations (if warranted) will be provided in a technical summary report. This initial task assumes no fieldwork and all maps and reports submitted in a digital format. Areas of High Probability directly impacted by the proposed project may require additional investigations outside of this Scope of Work to determine whether archaeological or historic sites occur within the Area of Potential Effects (APE). Potential fatal flaws or issues in permitting through the Antiquities Code of Texas or Section 106 of the National Historic Preservation Act will be highlighted.

Doucet assumes that the project would avoid deep impacts that would require archeological investigations to include deep (i.e., mechanical) excavations. If site conditions or agency coordination identify a need for mechanical excavation, those services could be provided under a separate work authorization.

Additional work such as coordination with the Texas Historical Commission and Antiquities Permit application will be authorized under a separate scope of work.

Sarah Weber Parnell
Environmental Division Leader



1911 Corporate Drive, Ste. 103
San Marcos, TX 78666
C: 737.213.8557

ATTACHMENT 5
Kleinfelder Geotechnical Services Proposals
Geotechnical Investigation & Geological Assessment



MEMORANDUM

TO:	David Clark, P.E., CFM PM– Doucet & Assoc.	CC:	Kelly Daniel – Operations Mgr. - Kleinfelder
FROM:	Hector Gonzalez, PE Geotech Eng. - Kleinfelder	DATE:	10/27/2023
RE:	Geotechnical services fee estimates for Williamson County Detention and Water Quality Pond		

SCOPE OF SERVICES

The purpose of the project is to provide geotechnical recommendations for a Williamson County project involving a detention and water quality pond. At the time this communication was prepared, a decision had not been made to whether use an impervious clay liner or High-Density Polyethylene (HDPE) liner. The project will have an approximate area of 16.1 Acres and will be located at the northwest corner of Southwestern Boulevard and Southeast Inner Loop, in Georgetown, Texas.

The project site sits on top of the Del Rio Clay and Georgetown Limestone geologic formations (TXKdg) that belong to the Cretaceous period, and are composed of clay minerals, including montmorillonite, illite, and kaolinite, with occasional interbedded sandstone layers and limestone at its bed.

Kleinfelder's proposed scope of services includes exploring the subsurface conditions by performing geotechnical borings, obtaining physical soil properties by field and laboratory testing, and performing engineering analyses and preparing an engineering report. This scope is discussed in detail below.

Subsurface soil and bedrock conditions will be explored by drilling a total of three (3) borings to a depth of 25 feet below existing grade. Each boring will be drilled to its target depth or refusal, whichever happens first. Borings will be logged by a representative of Kleinfelder. Representative soil samples will be collected for classification and laboratory testing. Borings will be backfilled with cement bentonite grout. Excess drill cuttings, if any, will be spread out in landscape areas within the site.

Geotechnical laboratory testing is expected to include water content, soil fraction passing the No. 200 sieve, Atterberg limits, and permeability tests.

Based on the findings of our field and laboratory investigations, we will report our findings, opinions, and recommendations regarding the following:

- ⊕ Site plan to scale illustrating the approximate location of the borings.
- ⊕ A log of the borings indicating the boring number, depth of each stratum, soil classification and description, and groundwater information.
- ⊕ Description of the field exploration and laboratory testing.
- ⊕ Summary of laboratory test results and field permeability tests.
- ⊕ Discussion of subsurface soil and groundwater conditions.
- ⊕ General discussion of the site geology.
- ⊕ Discussion of potential vertical movements of the subgrade soils.



- ⊕ General shallow foundation recommendations for light structures, e.g. weir walls and inflow/outflow structure wingwalls.
- ⊕ Recommendations for trenching and installation of underground lines.
- ⊕ An electronic copy of the report
- ⊕ One meeting or conference call with the client or his representative to discuss the findings of our geotechnical study.

We will present our opinions and recommendations in a written report complete with logs of the explorations and laboratory test results. The report will be submitted as an electronic document.

COST ESTIMATE

The services will be performed in accordance with this communication. Services will be billed on a lump sum basis with a **fee of \$17,000**. If we anticipate a deviation from the provided estimate, we will notify the client and provide a revised estimate.

SAFETY

Kleinfelder takes safety seriously and uses a behavioral based safety training and reporting program known as Loss Prevention System™ (LPS). Our field work will be performed under a site-specific Health and Safety Plan (HASP) prepared by Kleinfelder.

We will notify the Client if the project location presents a potential safety concern to our employees. Unsafe conditions for field work may require a modification of our estimated scope of work and associated fees. We will report any additional costs necessary to mitigate these unanticipated conditions, if applicable.

ASSUMPTIONS

The scope of work described above, and the associated fee assumes the following.

- ⊕ Permission to access the site for drill rig access will be provided by the client. The fee does not include delays in the field, caused by others, including “right-of-entry” for Kleinfelder, and its subcontractors to complete the work proposed herein.
- ⊕ We assumed the site will be accessible to our truck-mounted drilling equipment at the time of our field investigation. If an additional mobilization is required, or if an all-terrain drill rig is required, additional fees will be incurred.
- ⊕ Boring locations will be staked by a representative of Kleinfelder using a hand-help GPS with a horizontal accuracy of approximately 15 feet prior to the start of our field work to facilitate location of existing public and private underground utility lines.
- ⊕ Prior to drilling at the site, Texas 811 will be notified so the member utility companies can mark their facilities prior to our field investigation. The owner or client will provide plans or information, if available, of utilities present at the site. Kleinfelder and its drilling subcontractor cannot be responsible for damage caused to unmarked or mis-marked utilities.
- ⊕ The fieldwork will be performed during daylight hours. Drilling at night or on weekends is not required.



Our estimated fee specifically excludes the assessment of the environmental characteristics of the site, and costs associated with decontamination of personnel/equipment as a result of encountering hazardous/toxic materials at site or regulatory agency requirement. We ask that any information regarding the presence of hazardous materials at the site be made available to our office prior to the start of our field investigation. In the event that there are known contaminants at the site we may need to revise our scope of services and our fees.

This fee does not include costs associated with: The services of specialty sub-consultants or other special outside services other than those described in the above Scope; construction observation, testing, or engineering consultation during construction; performing field work at night, weekends, or holidays; long term groundwater monitoring or analysis; Hard copy documents; document revisions after final submission, or revisions resulting from changed regulations or design; coordination with regulatory agencies other than described in the above Scope. Any other services not specifically included in the above Scope.

Kleinfelder would be pleased to provide some of the additional services described in the paragraph above, upon request.

We understand that our services will be authorized through an Inter-Company Work order, which we will use as formal notice of the client review, understanding, and approval of the scope and fee presented herein.



SCOPE OF SERVICES

Task 1 – Geological Assessment

Based on the requirements set forth by the Edwards Aquifer rules via the Texas Commission on Environmental Quality referenced in Title 30, Texas Administration Code § 213.5, a site-specific Geological Assessment is required for the protection of the Edwards Aquifer. The Geological Assessment report must identify all potential pathways for contaminant movement to the Edwards Aquifer. The report will also be developed to meet the Georgetown, Texas Unified Development Code – Section 11.07.050. The following scope items will be conducted for the development a Geological Assessment:

Field Survey

Prior to development of a deliverable report, the entire subject site will be walked by a field geologist to survey the ground surface for the presence of geologic and manmade features systematically in spaced transects 50 feet apart or smaller, paying close attention to streambeds and structural features observed on aerial photographs. Features identified will be marked with flagging or stakes, accurately located via GPS, assigned a unique number, and the location accurately plotted on the geologic map. Data will be entered in the Geologic Assessment Table and supplementary interpretative data recorded in the narrative description of site geology.

Geological Assessment Reporting

Per TCEQ requirements, a deliverable will be assembled by a licensed Geologist detailing the site reconnaissance as well a review of publicly available geological information for the site. To assist with the compilation of the report, an initial request will be made to the client to obtain any subsurface investigations, assessments, or general geologic knowledge that may exist for the site. In addition, a literature or database will be conducted for the presence of documented caves or other karst features on the property or in proximity to the property boundary. The following items will be contained and discussed within the report:

- A geologic map, at site-plan scale, illustrating the outcrop of surface geology, and all geologic and manmade features associated with the site;
- A stratigraphic column showing, at a minimum, formations, members, and thicknesses;
- A description and evaluation of all geologic, sensitive, and manmade features;
- A detailed assessment of the potential for fluid movement to the Edwards Aquifer;
- A narrative description of soil units and a soil profile, including thickness and hydrologic characteristics.

Upon completion of the aforementioned items, the report will be submitted back to you to assist with your development of the site. It is anticipated that Kleinfelder can complete the scope of work within 30 days of authorization.

FEE

The estimated cost to complete the requested scope of work is provided below.

<u>Amendment</u>	<u>Description</u>	<u>Estimated Cost</u>
1.0	Geological Assessment	\$6,255.00

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Regulations and professional standards applicable to Kleinfelder's engineering services are continually evolving. Techniques are, by necessity, often new and relatively untried. Different professionals may reasonably adopt different approaches to similar problems. As such, our services are intended to provide the Client with a source of professional advice, opinions and recommendations based on our limited number of field observations and tests, collected and performed in accordance with the generally accepted engineering practice that exists at the time our services are rendered and may depend on, and be qualified by, information gathered previously by others and provided to Kleinfelder by the Client.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive studies will yield more information, which may help understand and manage the level of risk involved. Since detailed study and analysis involves greater expense, our clients participate in determining levels of service that provide adequate information for their purposes at acceptable levels of risk. More extensive studies could be performed to reduce these uncertainties. Therefore, no warranty or guarantee, express or implied, will be included in Kleinfelder's scope of service.

This proposal may be used only by the client and only for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on site and off site) or other factors may change over time, and additional work may be required with the passage of time.

This proposal is valid for a period of 60 days from the date of this proposal, unless a longer period is specifically required by the proposal request in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.



ATTACHMENT 6
Doucet Geospatial Division Proposal
Tree & Topo Survey



**WILLIAMSON COUNTY – DETENTION & WATER QUALITY POND PROJECT
DOUCET GEOSPATIAL DIVISION – TREE & TOPO SURVEY SUBPROPOSAL**

Topographic & Tree Survey (Task 705)

\$12,825 Lump Sum

Doucet will prepare a design-level tree and topographic survey to update existing survey with approximately 36 additional acres, according to exhibit "Survey Footprint.jpg" received 10/20/2023. The survey will tag and locate protected trees, 12 inches and greater in diameter, within the boundary limits of said site. The tree survey will be performed in accordance with the City of Georgetown Tree Preservation Plan Section-8.05.020 and a Tree Schedule will be prepared.

The topographic design survey will be performed in accordance with Texas Society of Professional Survey standards for a Category 6 Condition II Topographic survey and will be based on NAD 83 (2011) using NAVD88 vertical datum with Geoid 12B. The survey will field locate found visible features, both horizontally and vertically, including existing on-site structures, buildings, drainage features, adjacent and onsite sidewalks, curb lines, pavement, and visible above-ground utility appurtenances. Two vertical benchmark monuments will be set on-site. Topographic data will be utilized in developing a digital terrain model used to generate one-foot contours on the survey.

Doucet will contact Texas 811 for utility locate, markings placed by purveyors will be surveyed at time of design survey. The survey drawing will be signed and sealed by a Texas Registered Professional Land Surveyor. Client is to provide site right-of-entry access upon notice-to-proceed.

Chris Terry, RPLS
Division Manager, Geospatial



CTerry@kleinfelder.com

C: 210.469.3370

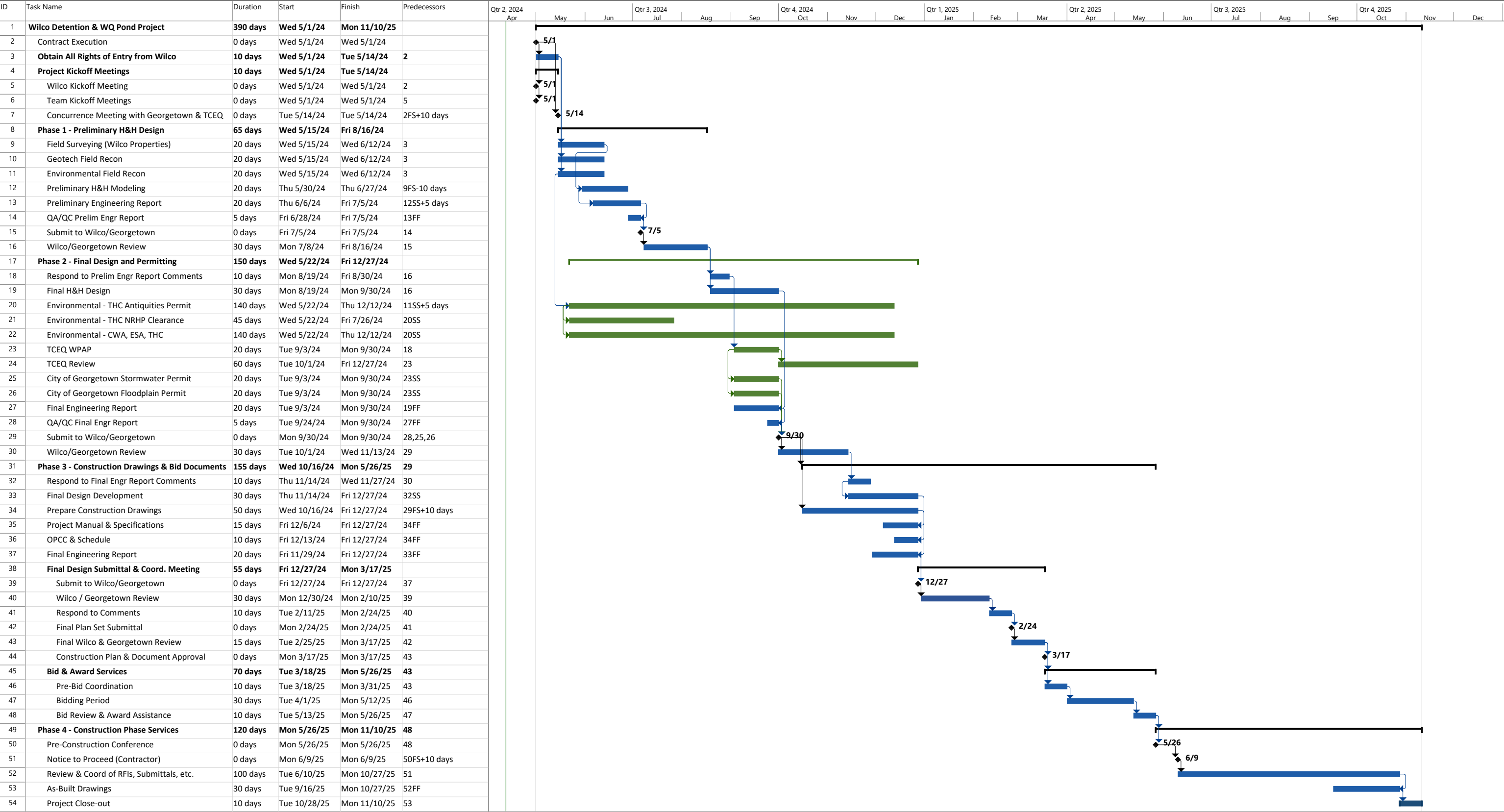
TBPELS Engineering Firm No. F-3937

TBPELS Surveying Firm No. 10194551

ATTACHMENT 7
Anticipated Project Timeline

PROPOSAL

WILCO DETENTION & WATER QUALITY
WILLIAMSON COUNTY, TEXAS
Draft Project Schedule - April 2024
Attachment 7



Williamson County - Detention for Future Wilco Development**Preliminary Design and Construction Cost Estimate****Doucet & Associates**

Option 2 - Two Ponds, Over-Detain, with stacked Water Quality				
Construction OPC				
Item	QTY	UNIT	PRICE	COST
Prep ROW	6	AC	\$ 4,000	\$ 24,000
Excavation (haul off)	9000	CY	\$ 20	\$ 180,000
Embankment	500	CY	\$ 15	\$ 7,500
On-site Channel Earthwork	2500	CY	\$ 25	\$ 62,500
Remove Ex. Rock Riprap	250	SY	\$ 30	\$ 7,500
Remove Ex. Outfall Structures	2	EA	\$ 2,500	\$ 5,000
Install New Outfall Structure	2	EA	\$ 25,000	\$ 50,000
Tree Protection Fence	1800	LF	\$ 5	\$ 9,000
Furnish & Place Topsoil 4"	9000	SY	\$ 3	\$ 27,000
Broadcast Seed (PERM)(RURAL)	9000	SY	\$ 2	\$ 18,000
Cell Fbr Mulch	9000	SY	\$ 2	\$ 18,000
Silt Fence Install	2500	LF	\$ 1	\$ 2,500
Silt Fence Remove	2500	LF	\$ 1	\$ 2,500
Rock Filter Berm	240	LF	\$ 50	\$ 12,000
12" Rock Riprap	45	CY	\$ 250	\$ 11,250
Mobilization	1	LS	\$ 50,000	\$ 50,000
Contingency (30%)	1	LS	\$ 146,100	\$ 146,100
CONSTRUCTION TOTAL:			\$	632,850
Engineering OPC (From Proposal)				
Item	QTY	UNIT	PRICE	COST
Topo & Tree Survey	1	LS	\$ 12,825	\$ 12,825
Environmental Analysis & Report	1	LS	\$ 17,000	\$ 17,000
Geotech Analysis & Report	1	LS	\$ 23,255	\$ 23,255
Preliminary H&H Design	2	MO	\$ 8,800	\$ 17,600
Final Design & Permitting	5	MO	\$ 6,800	\$ 34,000
Construction Drawings & Bid Docs.	5	MO	\$ 9,000	\$ 45,000
Construction Phase Services	4	MO	\$ 7,500	\$ 30,000
ENGINEERING TOTAL:			\$	179,680

TOTAL ESTIMATED PROJECT COST \$ 812,530

Commissioners Court - Regular Session**34.****Meeting Date:** 05/21/2024

Doucet 1903-303 Contract Amendment No 3 Smith Branch Flood Control & Drainage

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Doucet & Associates, Inc. and Williamson County dated July 16, 2019 for Smith Branch Flood Control and Drainage. Funding source: P519.

Background

This Contract Amendment No 3 is to increase the compensation cap from \$650,000.00 to \$850,000.00 and to update the rate schedule.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

Doucet 1903-303 Contract Amendment No 3 Smith Branch Flood Control & Drainage

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/16/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

05/16/2024 08:40 AM

05/16/2024 10:06 AM

Started On: 05/10/2024 08:30 AM

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

This Contract Amendment No. 3 to Williamson County Contract for Engineering Services (“Amendment No. 3, ”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the “Engineer”).

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the “Contract”), being dated effective July 16, 2019, wherein Engineer agreed to perform certain professional engineering services in connection with the Engineering Services Smith Branch Flood Control near Juvenile Justice Center 1903-303 (“Project”).

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 \$650,000.00;

WHEREAS, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$650,000.00 to \$850,000.00.
- II. Amendment to Exhibit D – Rate Schedule


Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 3 , to be effective as of the date of the last party's execution below.

ENGINEER:

Doucet & Associates, Inc.

By: 

Printed Name: Duke Altman, PE, CFM

Title: Sr. Program Manager - Public Works
& Water Resources

Date: 5/9/2024

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: _____

Exhibit D

Please see following pages.



7401B Highway 71 West, Suite 160
 Austin, TX 78735
 Office: 512.583.2600
 Fax: 512.583.2601
DoucetEngineers.com

Schedule A

Doucet Fee Schedule (2023)

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Principal Engineer (PE)	\$295.00	Principal Surveyor (RPLS)	\$290.00
Senior Project Manager	\$275.00	Project Manager (RPLS)	\$245.00
Project Manager	\$230.00	Project Surveyor	\$165.00
Senior Project Engineer (PE)	\$215.00	Survey Specialist	\$150.00
Project Engineer III	\$195.00	Survey Technician	\$125.00
Project Engineer II	\$185.00		
Project Engineer I	\$170.00	GIS Specialist	\$155.00
Engineer Associate III	\$160.00	GIS Technician	\$125.00
Engineer Associate II	\$150.00	LiDAR Specialist	\$150.00
Engineer Associate I	\$135.00	LiDAR Technician	\$120.00
		Aerial Mapping Specialist	\$150.00
Sr. Construction Manager	\$180.00	Aerial Mapping Technician	\$120.00
Sr. Construction Inspector	\$170.00	Utility Specialist	\$145.00
Construction Manager	\$125.00	Utility Technician	\$115.00
Construction Inspector	\$115.00		
		Field Coordinator	\$165.00
Sr. Civil Technician	\$165.00	Field Specialist	\$130.00
Civil Technician	\$145.00	Crew of 1	\$130.00
Assistant Civil Technician	\$130.00	Crew of 2	\$170.00
		Crew of 3	\$230.00
Senior Planner (AICP)	\$210.00		
Project Planner	\$160.00	Environmental Project Manager	\$200.00
Project Technical Lead	\$165.00	Environmental Specialist	\$145.00
Staff Planner	\$140.00	Environmental Technician	\$120.00
Planning Technician	\$120.00	Project Archaeologist	\$165.00
Project Coordinator	\$135.00	Division Administrator	\$125.00
Sr. Operations Assistant	\$120.00	LiDAR Scanner	\$120.00
Engineering Intern	\$90.00	Drone	\$675.00
Operations Assistant	\$85.00	Ground Targets	\$35/ea.
		Concrete Monuments	\$290/ea.
Expert Witness	\$550.00	ATV/Boat/Sonar	
		Mileage	\$0.655/ mile

Doucet reserves the right to periodically adjust our fee schedule.

DA 2023A



Mr. David Clark, PE, CFM
Doucet & Associates, Inc. 7401 B. Hwy 71 West, Ste. 160
Austin, TX 78735

May 15, 2024

Re: Scheibe 2024 Rate Schedule

Dear Mr. Clark,

Following is our 2024 Rate Schedule:

Title	2022 Rate (\$/hr)	2024 Rate (\$/hr)
Principal	244.70	280.00
Senior PM		250.00
PM III		185.00
PM II		175.00
PM I		155.00
PM Survey		120.00
Senior Engineer	207.46	250.00
Engineer VI		220.00
Engineer V	186.18	200.00
Engineer IV	159.59	175.00
Engineer III	143.63	165.00
Engineer II		157.00
Engineer I		150.00
EIT IV	138.31	145.00
EIT III	127.67	135.00
EIT II	117.03	125.00
EIT I		115.00
Sr. RPLS		200.00
RPLS II		185.00
RPLS I		160.00
CAD Tech IV		115.00
CAD Tech III		105.00
CAD Tech II		95.00
CAD Tech I		80.00
Survey 1-Man Crew		120.00
Survey 2-Man Crew		175.00
Admin III		95.00
Admin II	79.79	85.00
Admin I		65.00

Please feel free to contact us if you have any questions at 512-354-1240.

Sincerely,
Scheibe Consulting, LLC

Eric Scheibe, PE, CFM President, escheibe@scheibeconsulting.com

Commissioners Court - Regular Session**35.****Meeting Date:** 05/21/2024

Variance request to the Williamson County OSSF Order for Lots 6 and 7 Block A of the Cove Ph 2 subdivision – Pct 4

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a variance request to the Williamson County OSSF Order for Lots 6 and 7, Block A, of the Cove Phase 2 subdivision – Precinct 4.

Background

Henderson Professional Engineers, LLC, on behalf of their client that is in process of developing the Cove subdivision, is requesting a variance from Section 10(D)(2)(c) of the Williamson County OSSF Order as detailed in the attached letter. Staff has reviewed the request and recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Variance Request Letter

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:51 PM

Started On: 05/16/2024 11:27 AM



April 4, 2024

Commissioners' Court of Williamson County
c/o The Honorable Bill Gravell, Jr.
Williamson County Judge
710 S. Main St., Suite 101
Georgetown, TX 78626

RE: Variance request to Williamson County OSSF Order Section 10(D)(2)(c) for Lots 6 and 7, Block A, of The Cove Phase 2

Dear Judge Gravell:

I respectfully request that review, discussion and granting of a variance from the deduction requirements as found within Williamson County OSSF Order Section 10(D)(2)(c) be given your consideration.

Lots 6 and 7, Block A, of The Cove Phase 2 subdivision, do not meet the County's minimum lot size noted in Williamson County OSSF Order Section 10(D)(2), when considering the deductions as found within the Section. Prior to considering the deductions, both lots do meet the minimum lots size. Both lots are shown in their current configuration within an approved preliminary plat for The Cove subdivision, that was approved on September 20, 2022. A portion of both lots are encumbered by a stormwater detention pond that was constructed as part of Phase 1 of the development, to serve Phase 1 and the remainder of the development. The detention pond area was not excluded from the lot areas when the preliminary plat was approved. However, during the final plat review of The Cove Phase 2 subdivision, when considering the deductions for the stormwater detention pond, it was determined that the lots are less than the minimum lot size.

As part of this variance request, I have created a preliminary OSSF plan that demonstrates the two lots have suitable area to contain homes and OSSF's in compliance with 30 TAC 285, and all other requirements of the Williamson County OSSF Order. The preliminary septic designs demonstrate that the lot configuration provided on the attached plat will provide equivalent protection to both the environment and the public health, should this variance request be granted.

Thank you for your consideration, should you need additional information please do not hesitate to contact me at Jen@HendersonPE.com or 512.350.6228.

Respectfully,

A blue ink handwritten signature of Jen Henderson.

Jen Henderson, P.E.
President
Henderson Professional Engineers, LLC

Commissioners Court - Regular Session**36.****Meeting Date:** 05/21/2024

CR 129 – Standard Utility Agreement with Manville Water Supply Corporation

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Utility Agreement with Manville Water for utility relocations on the CR 129 Project, a Road Bond Project in Commissioner Precinct 4. P:375.

Background

Manville water has existing facilities in conflict with the CR 129 Project. The Standard Utility Agreement for the relocations is for a total amount of \$101,624.56. Manville Water is 100% eligible for reimbursement. The total anticipated reimbursement to Manville Water by the County is \$101,624.56 (100% of \$101,624.56).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR129 Standard Utility Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 09:07 AM

Started On: 05/15/2024 03:36 PM

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 8 day of May, 2024, by and between Manville Water Supply Corporation (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain 4 inch Manville Water Line including associated service lines, (herein called Facilities),

WHEREAS, County desires to construct proposed CR 129 (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- 4" water line relocation as a result of conflict with proposed ditch cuts and culverts (4B & 4C) from South of Brushy Creek to North of Williamson County Line.
- County will reimburse Utility for labor and materials.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 1,249.76 LF of underground 4 in waterline defined as Work =
\$101,624.56

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County

shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Manville Water Supply Corporation
Name of Utility

By: 
Authorized Signature
Erik Prinz
Print or Type Name

Title: General Manager

Date: 05/08/2024

WILLIAMSON COUNTY

By:
Authorized Signature

Print or Type Name

Title:

Date:

Attachment A

Plans, Specifications, and Estimated Costs

MANVILLE WATER SUPPLY CORPORATION

TRAVIS & WILLIAMSON COUNTIES

CR 129 WATERLINE RELOCATION

APPROVED:

MANVILLE WSC DATE

BOARD OF DIRECTORS

PRESIDENT JACK ATTERSTROM
VICE - PRES. GEORGE TOLLESON
SECRETARY LARRY HODDE
TREASURER TRACY SPELLINGS
MEMBER JOE COFFEY
MEMBER MARCUS GARY
MEMBER STEVE MARES
MEMBER SAMUEL JONES
MEMBER JEFF MONZINGO

GENERAL MANAGER

TONY GRAF

INDEX:

SHEET 1 TITLE SHEET
SHEET 2 P&S MAP
SHEET 3-6 DISTRIBUTION SYSTEM IMPROVEMENTS
SHEET 7-8 CROSS SECTIONS
SHEET 9-11 CONSTRUCTION STANDARDS

UTILITY CONTACT:

MANVILLE WATER CORP.
ERIK PRINZ, DIRECTOR OF OPERATION
(512) 550-2488 EXT. 753
RAUL OCTIOA, CONSTRUCTION SERVICES FIELD
TECHNICIAN
(512) 551-8661



DATE OF EXPIRATION: 08/01/2021



DATE OF EXPIRATION: 08/01/2021

MANVILLE
WATER SUPPLY CORPORATION

CR 129

WATERLINE RELOCATION

TITLE SHEET

PREPARED BY

J. F. FONTAINE & ASSOCIATES, INC.

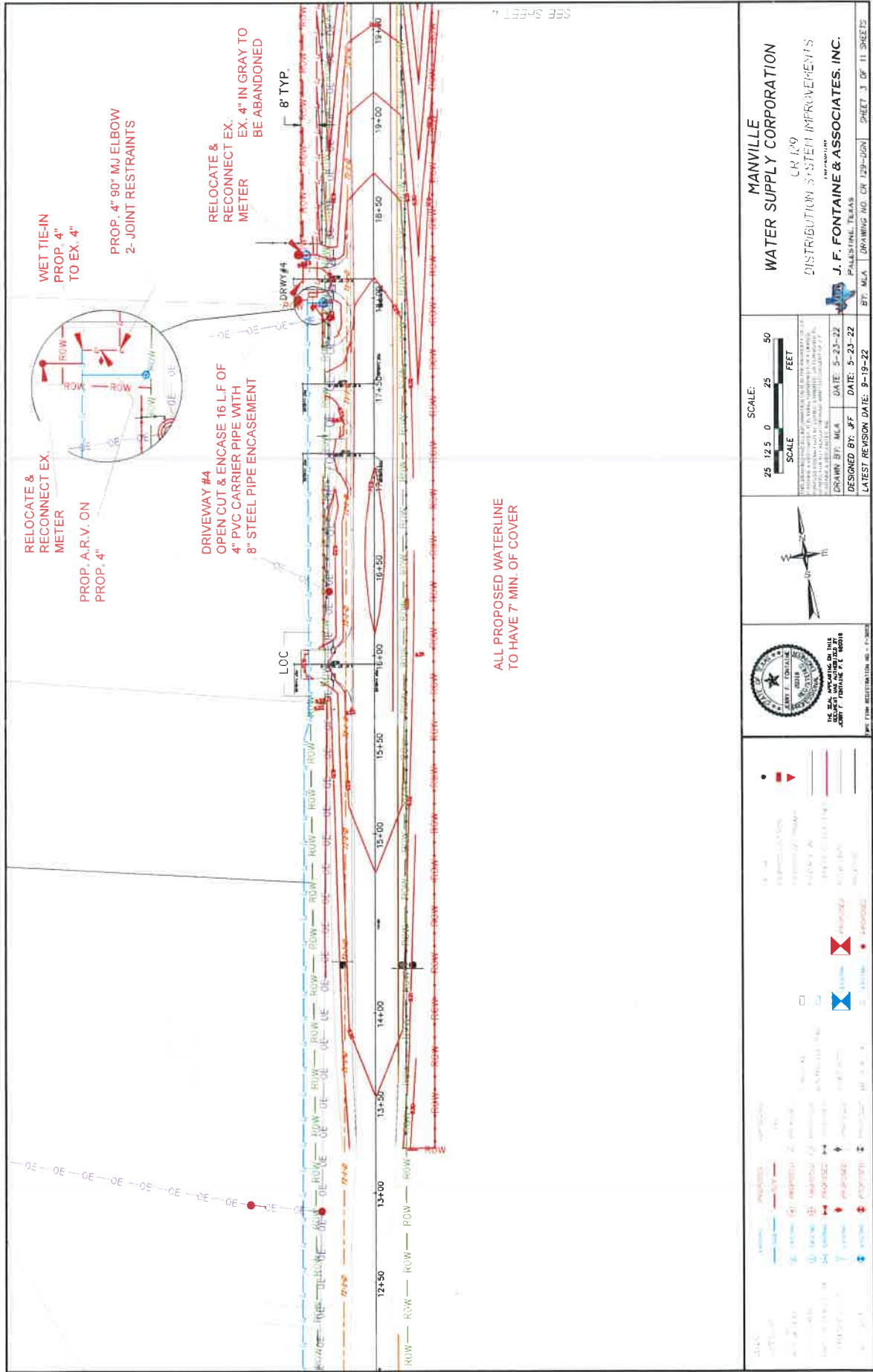
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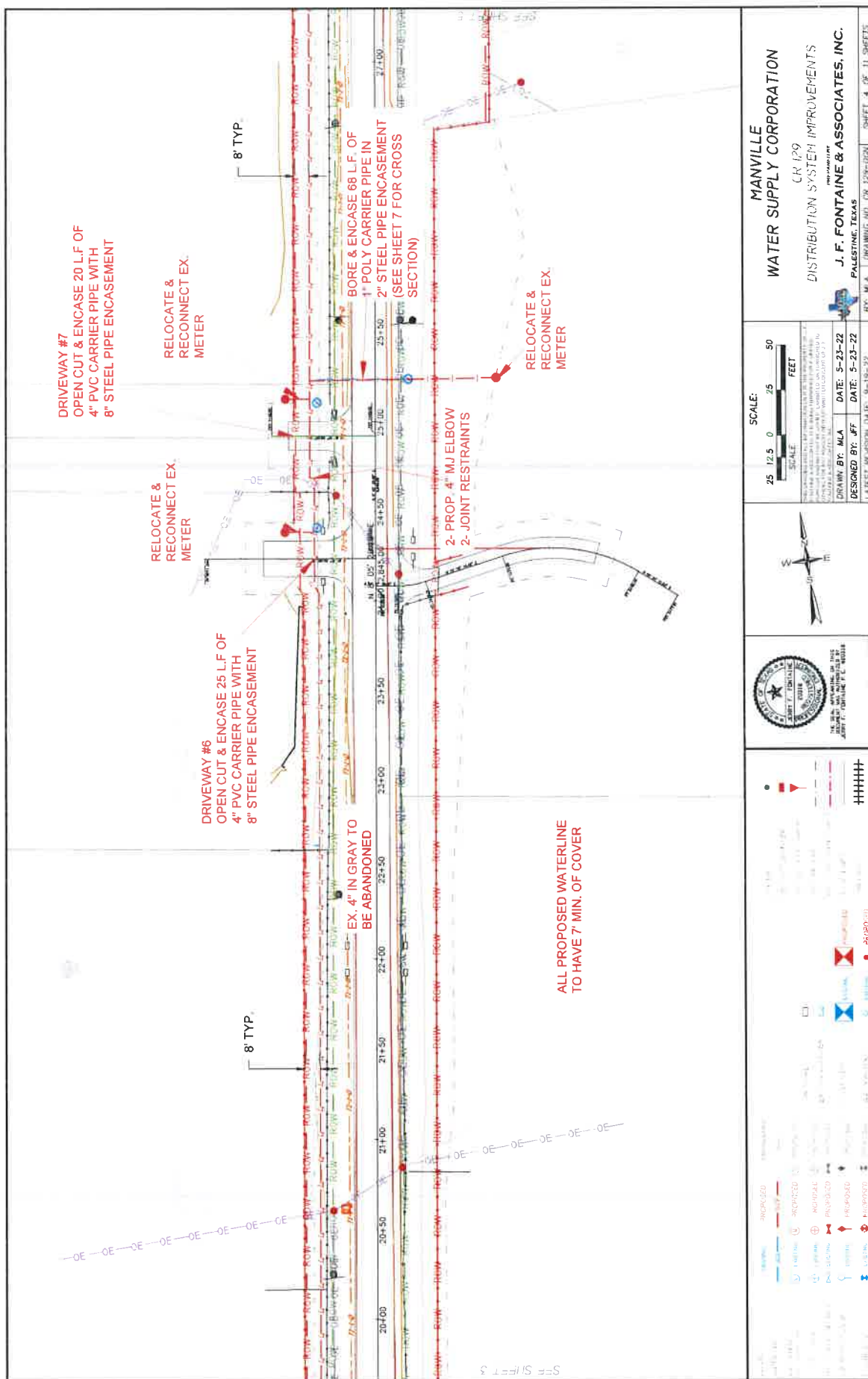
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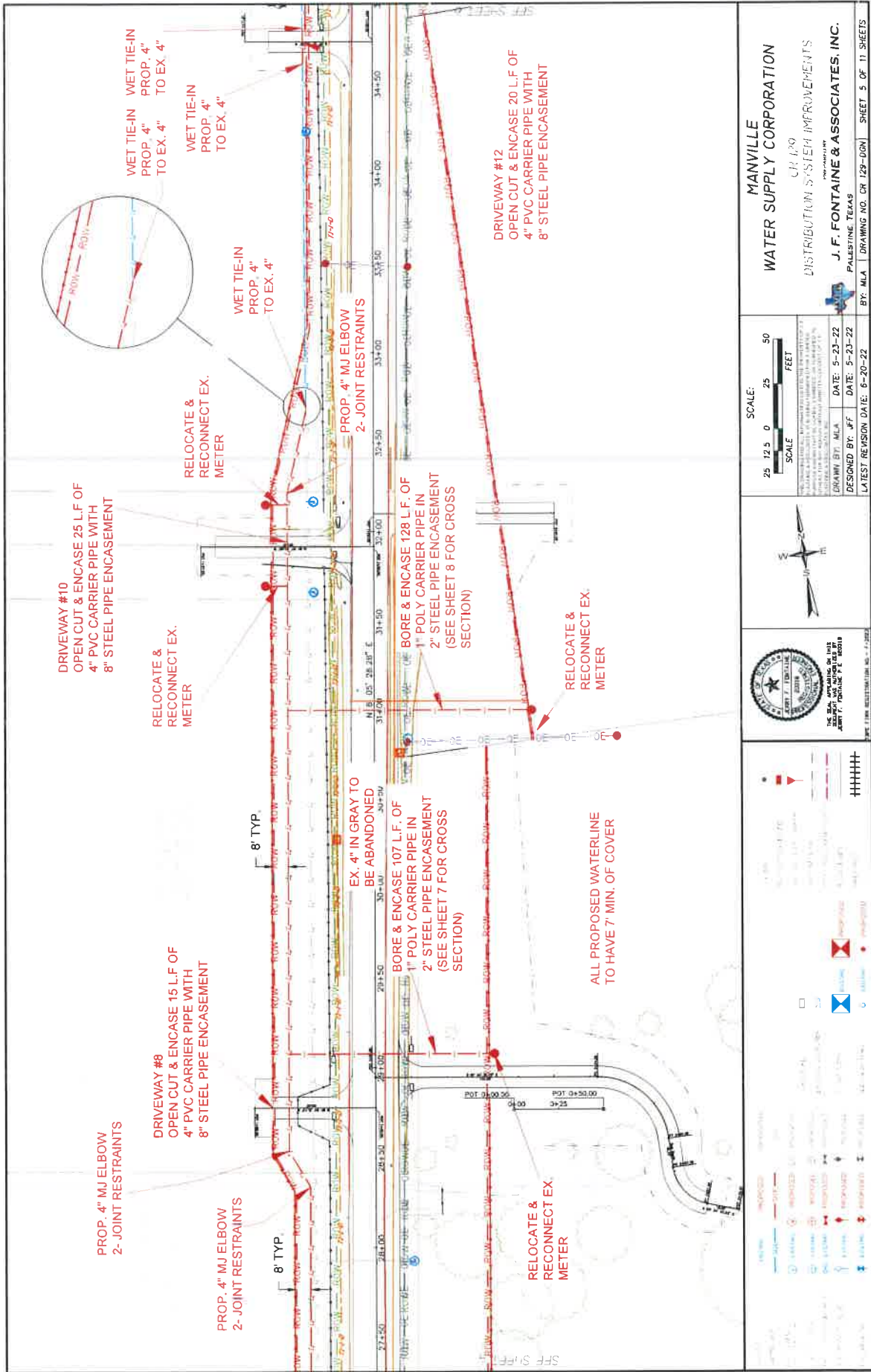


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DESIGNED BY: J.F.F. DATE: 5-23-22
LATEST REVISION DATE: XXXXXXXX

MANVILLE
WATER SUPPLY CORPORATION
CR 129
DISTRIBUTION SYSTEM IMPROVEMENTS
J. F. FONTAINE & ASSOCIATES, INC.
PALMER, TEXAS
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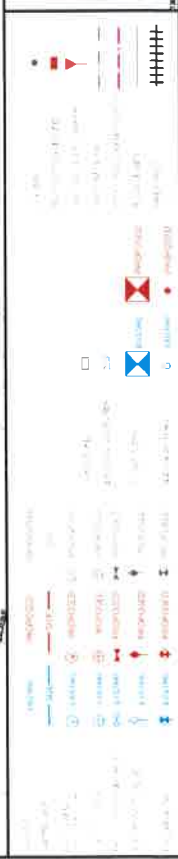


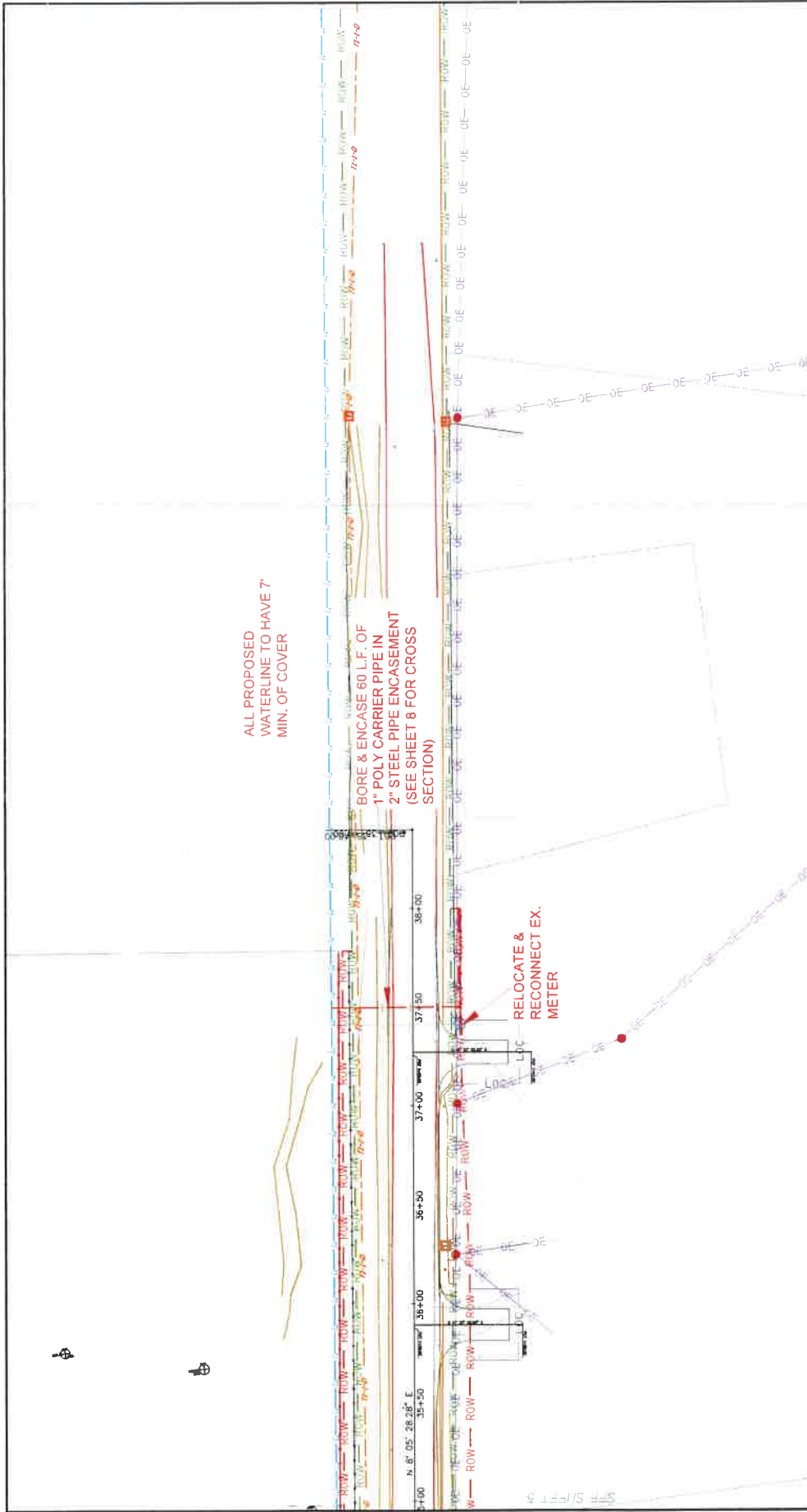




MANVILLE
WATER SUPPLY CORPORATION
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DISTRIBUTION SYSTEM IMPROVEMENTS
J. F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS
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MANVILLE
WATER SUPPLY CORPORATION
CR 129
DISTRIBUTION SYSTEM IMPROVEMENTS

J. F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS

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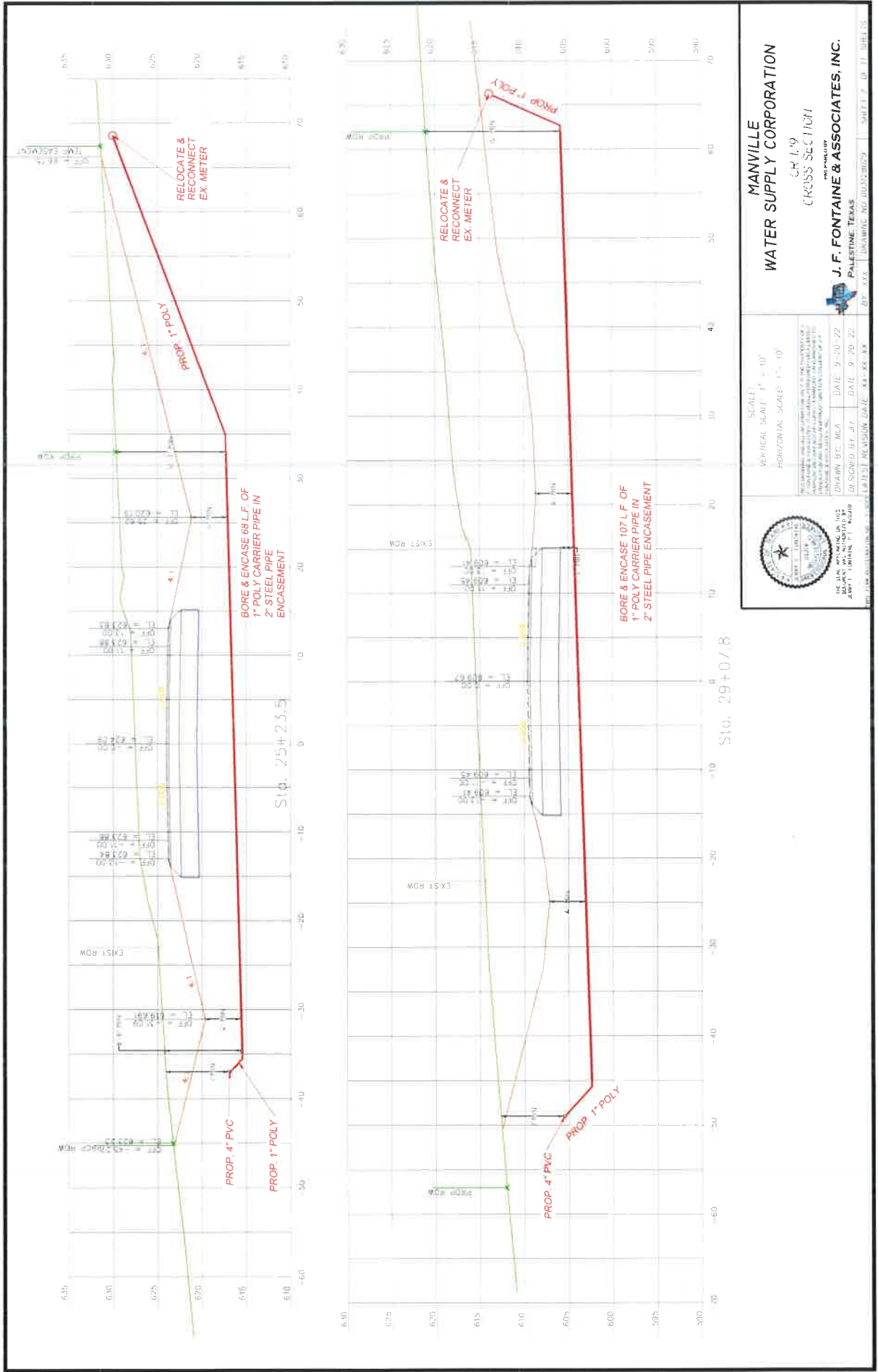
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THE SEAL OF THE PROFESSIONAL ENGINEER
FOR THE STATE OF TEXAS
J. F. FONTAINE, P.E.
No. 12345

LEGEND

- Proposed Waterline
- Existing Waterline
- Proposed Encasement
- Existing Encasement
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MANVILLE
WATER SUPPLY CORPORATION
CR 119
CROSS SECTION

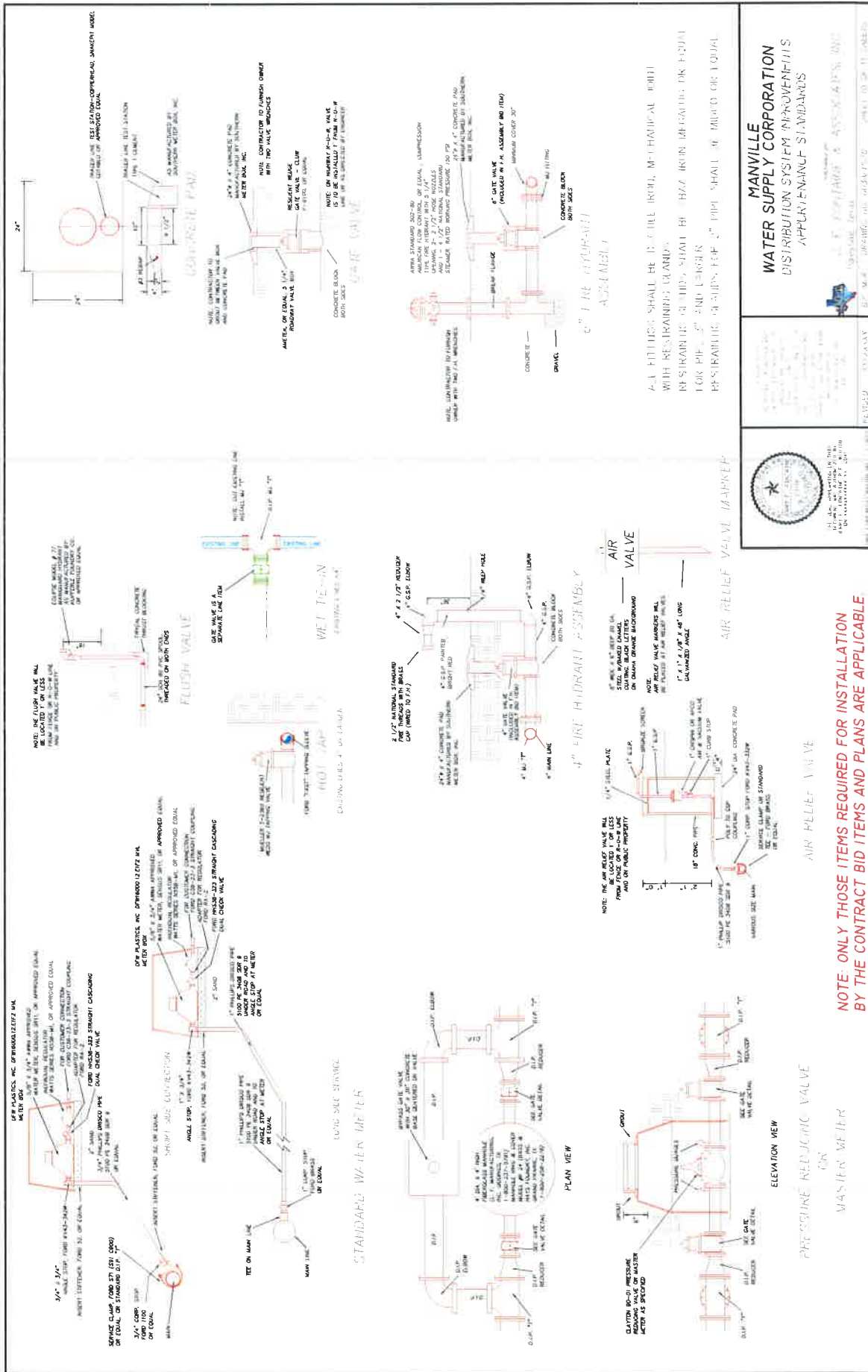
J. F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS



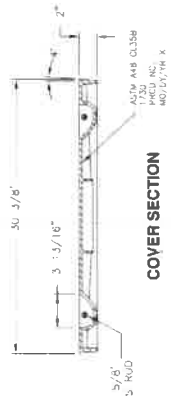
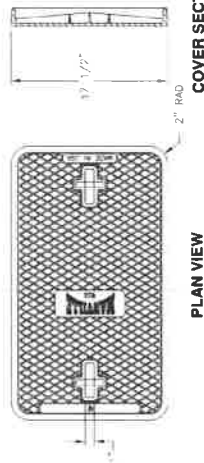
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J. F. FONTAINE, P.E.

DRAWN BY: M.A. DATE: 9-20-22
DESIGNED BY: J.F. DATE: 9-20-22

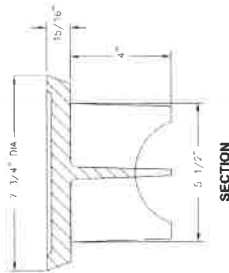
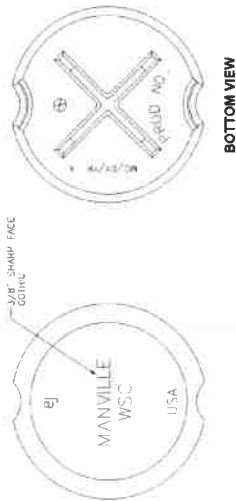
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1730 Meter Box Cover



C7 4" Valve Cover



NOTE: ONLY THOSE ITEMS
REQUIRED FOR
INSTALLATION BY THE
CONTRACT BID ITEMS AND
PLANS ARE APPLICABLE.



Product Number:
NPI 10-002104-10029
Design Features:
1. 1/2" thick cover
2. 1/2" thick base
3. 1/2" thick top
4. 1/2" thick bottom
5. 1/2" thick side
6. 1/2" thick end
7. 1/2" thick corner
8. 1/2" thick flange
9. 1/2" thick lip
10. 1/2" thick gasket

Call Center:
1-800-451-1000
Fax: 1-800-451-1001
Email: sales@ej.com

Product Number:
NPI 10-002104-10029
Design Features:
1. 1/2" thick cover
2. 1/2" thick base
3. 1/2" thick top
4. 1/2" thick bottom
5. 1/2" thick side
6. 1/2" thick end
7. 1/2" thick corner
8. 1/2" thick flange
9. 1/2" thick lip
10. 1/2" thick gasket

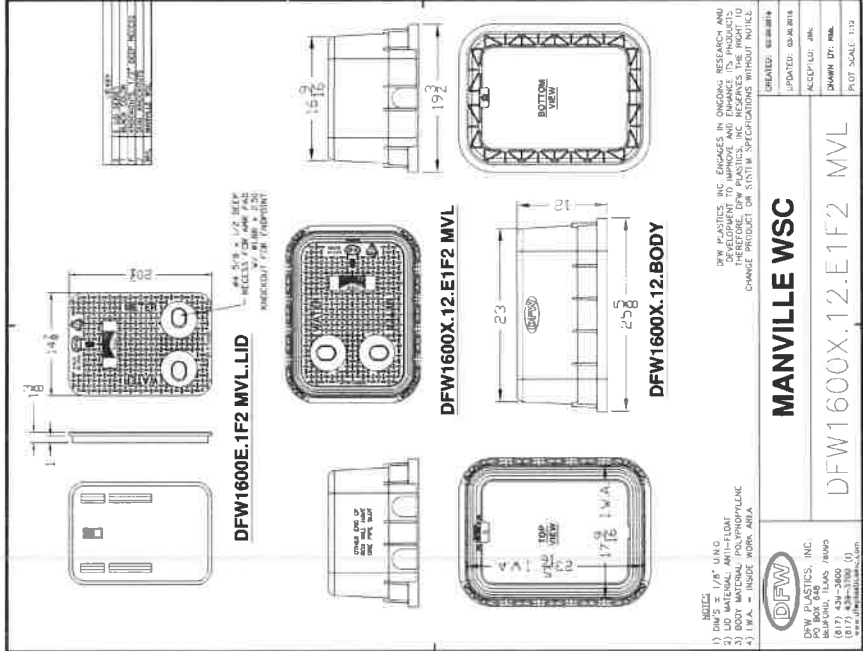


Product Number:
NPI 10-002104-10029
Design Features:
1. 1/2" thick cover
2. 1/2" thick base
3. 1/2" thick top
4. 1/2" thick bottom
5. 1/2" thick side
6. 1/2" thick end
7. 1/2" thick corner
8. 1/2" thick flange
9. 1/2" thick lip
10. 1/2" thick gasket

Call Center:
1-800-451-1000
Fax: 1-800-451-1001
Email: sales@ej.com

Product Number:
NPI 10-002104-10029
Design Features:
1. 1/2" thick cover
2. 1/2" thick base
3. 1/2" thick top
4. 1/2" thick bottom
5. 1/2" thick side
6. 1/2" thick end
7. 1/2" thick corner
8. 1/2" thick flange
9. 1/2" thick lip
10. 1/2" thick gasket

Call Center:
1-800-451-1000
Fax: 1-800-451-1001
Email: sales@ej.com



NOTES:
1) DIM'S ± 1/8" UNLESS OTHERWISE SPECIFIED
2) BODY MATERIAL: POLYPROPYLENE
3) LID MATERIAL: 304 SS
4) I.W.A. = INSIDE WORK AREA

MANVILLE WSC	
DFW1600X.12.E1F2 MVL	DFW1600X.12.BODY
DATE: 01/10/2010	DATE: 01/10/2010
DESIGNER: J. FONTAINE	DESIGNER: J. FONTAINE
CHECKED: J. FONTAINE	CHECKED: J. FONTAINE
APPROVED: J. FONTAINE	APPROVED: J. FONTAINE
PROJECT: 113	PROJECT: 113

THIS DRAWING IS THE PROPERTY OF DFW PLASTICS, INC.

MANVILLE
WATER SUPPLY CORPORATION
DISTRIBUTION SYSTEM IMPROVEMENTS
APPLIANCE STANDARDS

J.F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS

DFW PLASTICS, INC.
PALESTINE, TEXAS

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**MANVILLE WATER SUPPLY CORPORATION
CR 129 WATERLINE RELOCATION**

ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Furnish 4" PVC C900 Pipe with 3/8" fill and rock bedding all material, equipment and labor required to install in accordance with the Plans and Specifications	L.F.	1.500	\$ 21	\$ 31,500
2.	Furnish all material, equipment and labor required to Bore and Encase 1" DR 9 Poly Carrier Pipe in 2" Steel Pipe in accordance with the Plans and Specifications	L.F.	363	\$ 20	\$ 7,260
3.	Furnish all material, equipment and labor required to Open Cut and Encase 4" C900 PVC Carrier Pipe with 8" Steel Pipe Encasement in accordance with the Plans and Specifications	L.F.	121	\$ 151	\$ 18,271
4.	Furnish all material, equipment and labor required to install Air Relief Valve on proposed 4" waterline in accordance with the Plans and Specifications	L.F.	1	\$ 3,000	\$ 3,000
5.	Furnish all equipment, material and labor required to connect proposed 4" line to existing 4" line by the wet tie-in method in accordance with the Plans and Specification	EA.	4	\$ 1000	\$ 4000
6.	Furnish all equipment, material and labor required to relocate and reconnect existing meter to proposed waterlines in accordance with the in accordance with the Plans and Specifications	EA.	10	\$ 600	\$ 6000
TOTAL OF BID ITEMS					\$ 70,031

Respectfully submitted:

Anthony Ritzdoff
Signature

Address

ANKE CONSTRUCTION
Title

11-9-2022
Date

License Number (if applicable)

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248 Coupland, TX 78615

(512) 856-2488 (512) 856-2029 (Fax)

Date: 9/22/2023-REVISED 10/17/2023

ESTIMATE

PROJECT: CR 129 WC Drainage Project

PROJECT #: 1143-23

CHARGES ARE AS FOLLOWS:

	DATE	COST
Line Locating for Road Widening Project by Contractor 22 hrs x 250	12/6/2020	\$5,500.00
Engineering Services	11/16/2022	\$8,580.00
Engineering Services	10/6/2023	\$4,420.00
Inspections Rice Inspection, Inc	1/31/2023	\$2,765.09
Inspections Rice Inspection, Inc	2/28/2023	\$6,021.13
Inspections Rice Inspection, Inc	3/23/2023	\$1,322.34
Staff Kick off Meetings - 04/27/22 1 hour (2 MWSC		
representatives)12/21/22 1.5 hours (2 MWSC represntatives)		
01/26/2302-1 hour (2 MWSC representatives) x 60 hr x 7	9/22/2023	\$420.00
Action Plan -Notices issued to customers 1 times 3 hours each = 3		
hours x 60 hr	9/22/2023	\$180.00
Flushing Loss 120,000 gallons @ 5.00 per 1000	9/22/2023	\$600.00
Waterloss & Linefilling 20,000 gallons @ 5.00 per 1000	9/22/2023	\$100.00
Bac-T Samples (1) Labor/Material \$110 x 1	9/22/2023	\$110.00
As Built GIS data collections 1 tech - 8 hrs x 60 hr	9/22/2023	\$480.00
Attorney Review Fee 1 hour at \$395.00	9/22/2023	\$395.00
Administrative Fee-20 hours x \$35.00 per hr. (Services to included		
all paperwork processing, phone discussions, billing etc.)	9/22/2023	\$700.00
	Total	\$31,593.56

MWSC is an equal opportunity provider and employer.

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 10/20/2022

Estimated Completion Date: 02/28/2023

Attachment C

Eligibility Ratio

- ☒ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "H" for proof of property interest, which is established at 100% eligible.
 - ☐ Eligibility Ratio Calculation attached
-

Attachment D

Betterment Calculation and Estimates

- ☒ Betterment does not exist in this agreement.
- ☐ Betterment Calculation attached.

Attachment E
Proof of Property Interest

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

7469

RIGHT OF WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that Henry P. Hooper Jr.
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other
good and valuable consideration paid by Manville Water Supply Corporation
hereinafter called Grantee, the receipt and sufficiency of which is hereby
acknowledged, does hereby grant, bargain, sell, transfer, and convey to said
Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, re-
pair, maintain, replace, and remove a pipeline
over and across 178 acres of land, more particularly described in instru-
ment recorded in Vol. 258, Page 434, Deed Records, Williamson
County, Texas, together with the right of ingress and egress over Grantors'
adjacent lands for the purpose for which the above mentioned rights are granted.
The easement hereby granted shall not exceed 15' in width, and Grantee is hereby
authorized to designate the course of the easement herein conveyed except that
when the pipe line is installed, the easement herein granted shall be limited
to a strip of land 15' in width the center line thereof being the pipe line as
installed.

The consideration recited herein shall constitute payment in full
for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in
a state of good repair and efficiency so that no unreasonable damages will
result from its use to Grantors' premises. This Agreement, together with
other provisions of this grant, shall constitute a covenant running with the
land for the benefit of the Grantee, its successors, and assigns. The Grantors
covenant that they are the owners of the above described lands and that said
lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument
this 3 day of December, 1971.

Henry P. Hooper Jr.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for said County and
State, on this day personally appeared Henry P. Hooper Jr.

known to me to be the person(s) whose name(s) is (~~are~~) subscribed to the
foregoing instrument, and acknowledged to me that he (~~she~~) executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 3 day of
December, 1971.

Clara Belle Smith
Notary Public in and for
Williamson County, Texas

CLARA BELLE SMITH
MY COMSN. EXP. 6-1-73

THE STATE OF TEXAS
County of Williamson

I, Dick Cervenka, 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, 30 day of Jan A. D. 19 74, at 9:40 o'clock A M., and duly recorded this
the 31 day of Jan A. D. 19 74, at 9:38 o'clock A M., in the
Deed Records of said County, in Vol. 581 pp 729.

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas,
the date last above written.

By Barbara Skifffield Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas.

FILED 7469

FILED FOR RECORD

at 9:40 o'clock A M.

JAN 30 1974 31
2:39

DICK CERVENKA

Clerk County Court Williamson Co., Texas

Barbara Skifffield
Deputy

219

521
729

152

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 129- Manville WSC

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 129
Limits: From South of Brushy Creek
To North of Williamson County Line

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Manville Water Supply Corporation, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 8 day of May, 2024, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.


IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner:

Manville Water Supply Corporation

Utility Name

By



Authorized Signature

Erik Prinz

Print or Type Name

Title:

General Manager

Date:

05/08/2024

Williamson County:

By

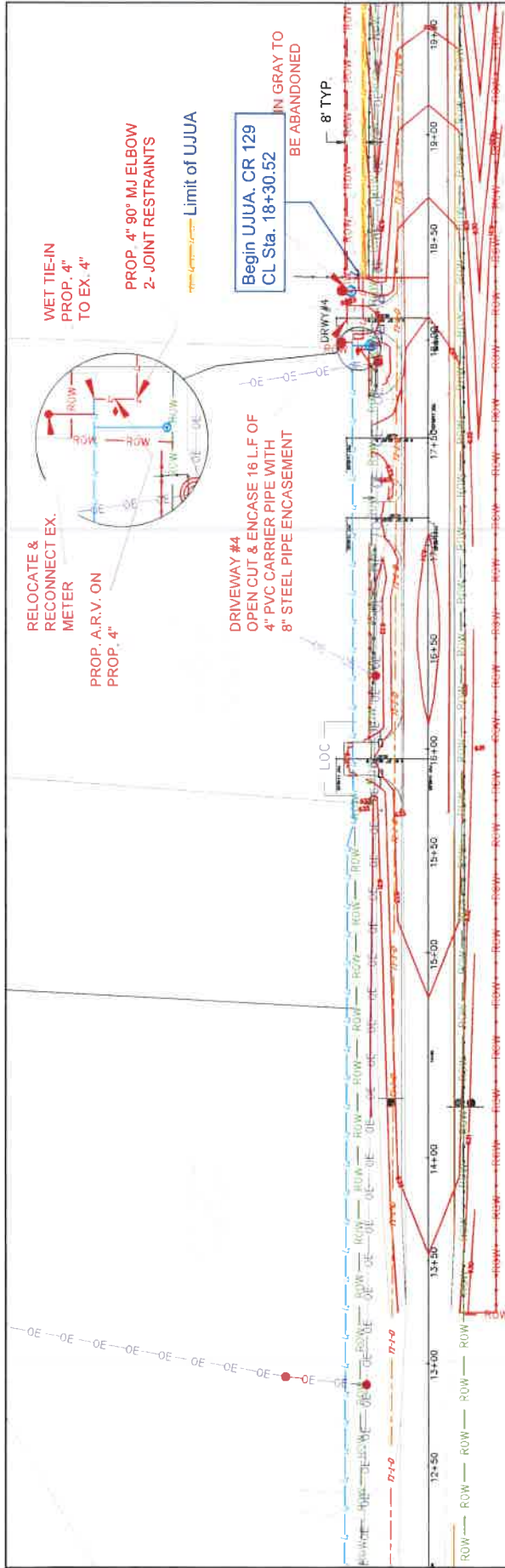
Authorized Signature

Print or Type Name

Title:

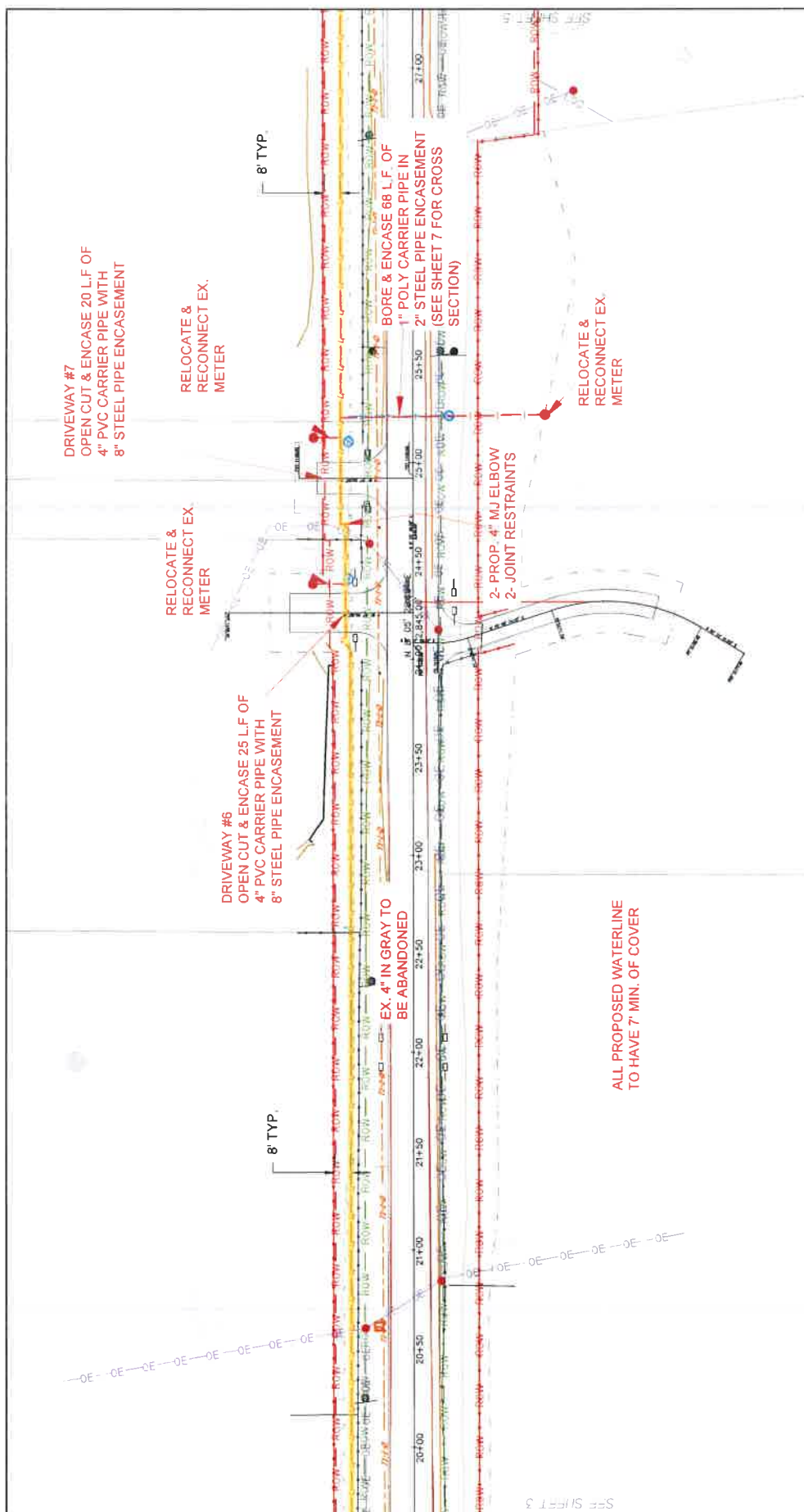
Date:

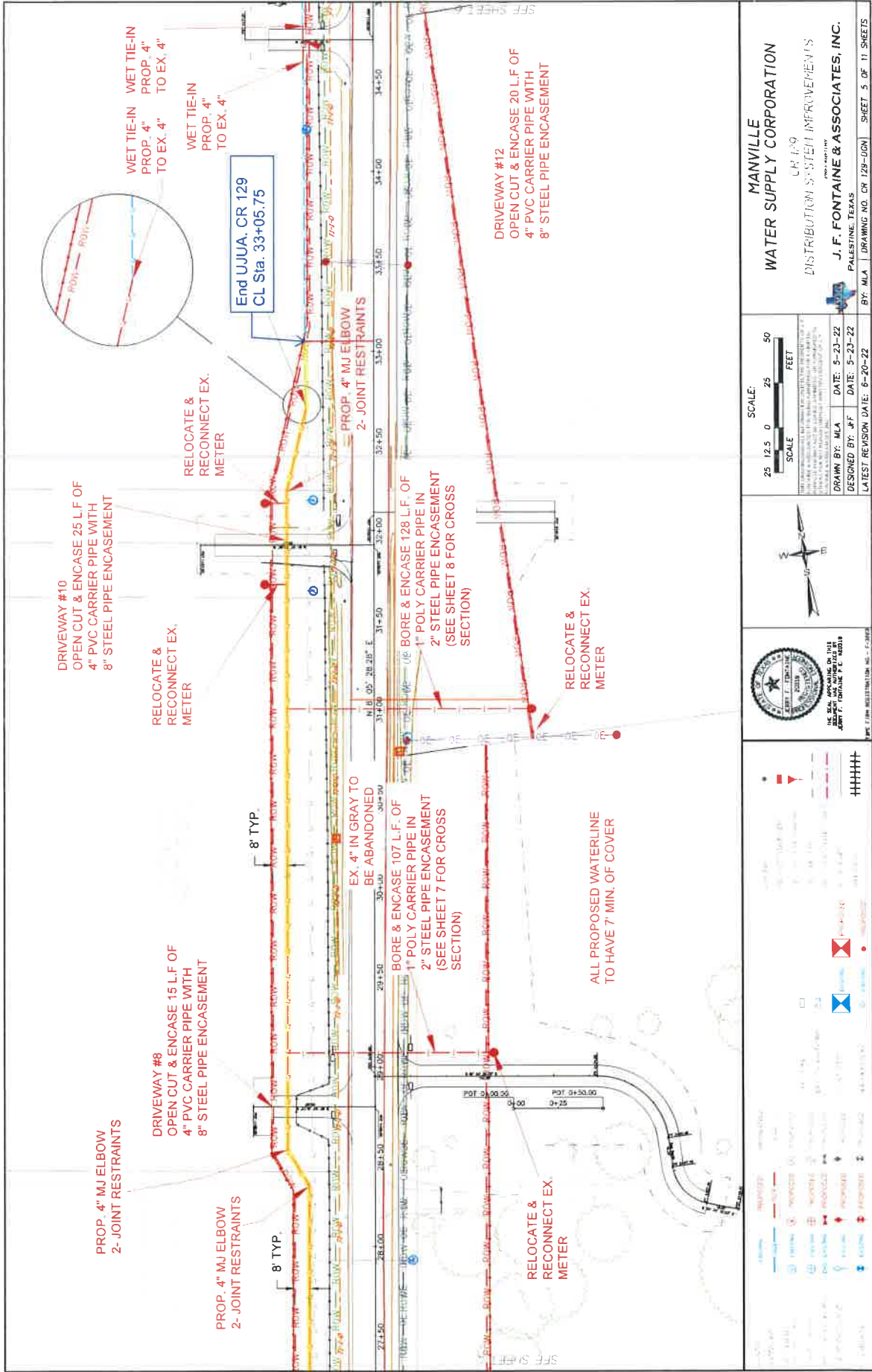
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SEE SHEET 2

						<p>MANVILLE WATER SUPPLY CORPORATION CR 129 DISTRIBUTION SYSTEM IMPROVEMENTS J. F. FONTAINE & ASSOCIATES, INC. PALESTINE, TEXAS BTF: MCA DRAWING NO. CR 129-JUN SHEET 3 OF 31 SHEETS</p>	
<p>DESIGNED BY: J.F.F. DATE: 5-23-22 LATEST REVISION DATE: 9-19-22</p>		<p>SCALE: 1" = 40'</p>		<p>DATE: 5-23-22</p>		<p>DATE: 5-23-22</p>	





SCALE: 25 12.5 0 25 50 FEET

DATE: 5-23-22

DESIGNED BY: M.A.

DRAWN BY: M.A.

LATEST REVISION DATE: 6-20-22

MANVILLE
WATER SUPPLY CORPORATION

CR 129
DISTRIBUTION SYSTEM IMPROVEMENTS

J.F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS

BY: M.A. | DRAWING NO. CR 129-001 | SHEET 5 OF 11 SHEETS

Commissioners Court - Regular Session

37.

Meeting Date: 05/21/2024

TXDOT Resolution for AFA on RM 2243

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 TXDOT Resolution for an Advanced Funding Agreement for the RM 2243 Realignment project. Funding Source: Road Bond, P326.

Background

Fiscal Impact

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

Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:48 PM

Started On: 05/16/2024 10:01 AM

CSJ #		0914-05-222	
District #	14	AFA ID	Z0000
Code Chart 64 #		50246	
Project Name		Hero Way from US 183A to RM 2243	

STATE OF TEXAS

*

**THE COMMISSIONERS COURT
OF**

COUNTY OF WILLIAMSON

*

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 21st day of May 2024, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, an Advance Funding Agreement with TXDOT for the preliminary engineering, plan, specification & estimate, and construction for the Project, generally described as **the realignment and reconstruction of the existing roadway to be compatible for future freeway corridor on Hero Way from 183A to RM 2243**, in Williamson County, Texas; and,

WHEREAS, the Williamson County Commissioners Court desires to affirm its support of the Project and approve funds for the Project;

Now therefore, the Williamson County Commissioners Court does hereby approves the agreement and enters into the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ____ day of _____, 2024.

Bill Gravell, County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**38.****Meeting Date:** 05/21/2024

TXDOT AFA for RM 2243 Phase 1A

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Advance Funding Agreement for the RM 2243 Realignment project in Williamson County. Funding Source: Road Bonds P326

Background

Fiscal Impact

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

Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:49 PM

Started On: 05/16/2024 10:05 AM

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000	CFDA No.	20.205
AFA CSJs	0914-05-222			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246		
Project Name	Hero Way from US 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant (STBG) Program and Community
Project Funding/Congressionally Directed Spending Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **County of Williamson**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **realign and reconstruct existing roadway to be compatible for future freeway corridor**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000	CFDA No.	20.205
AFA CSJs	0914-05-222			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246		
Project Name	Hero Way from US 183A to RM 2243			AFA Not Used For Research & Development	

specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

Scope of Work

The scope of work for the Project consists of preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E) and reconstruction to realign existing roadway to 3 lanes of future frontage road on Hero Way from US 183A to RM 2243, in Williamson County, Texas as shown on Attachment A.

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000	CFDA No.	20.205
AFA CSJs	0914-05-222			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246		
Project Name	Hero Way from US 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0914-05-222			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246		
Project Name	Hero Way from US 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

- than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days

TxDOT:				Federal Highway Administration:	
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District #	14	Code Chart 64#	50246		
Project Name	Hero Way from US 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

- after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The

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engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will

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be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated

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property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance

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verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Williamson County ATTN: County Engineer 6600 J. B. Jones Blvd. Lubbock, TX 79424	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

Compliance with Laws

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The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will

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not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

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- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is

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currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:

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1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:
<https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000	CFDA No.	20.205
AFA CSJs	0914-05-222			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246		
Project Name	Hero Way from US 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

Bill Gravell, Jr.

Typed or Printed Name

County Judge

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000	CFDA No.	20.205
AFA CSJs	0914-05-222			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246		
Project Name	Hero Way from US 183A to RM 2243			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000	CFDA No.	20.205
AFA CSJs	0914-05-222			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246		
Project Name	Hero Way from US 183A to RM 2243			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Engineering Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount.

The Local Government will then be responsible for 100% of the costs.

Construction Costs will be allocated based on Community Project Funding/Congressionally directed Spending Earmark, 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description CCSJ 2103-01-040	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering CAT 7(by Local Government)	\$839,000	100 %	\$839,000	0%	\$0	TDC	167,800
ROW/Util Coord (by Local Government)	\$100,000	0%	\$0	0%	\$0	100%	\$100,000
Environmental (by Local Government)	\$23,000	100 %	\$23,000	0%	\$0	TDC	4,600
Construction Cat.3 (by Local Government)	\$29,900,000	0%	0	0%	0	100%	29,900,000
Construction (Earmark)	\$ 7,000,000	80%	\$7,000,000	0%	\$0	20%	\$ 1,750,000
Subtotal	\$ 39,612,000		\$7,862,000		\$0		\$ 31,750,000
Environmental Direct State Costs	\$118,836	0%	\$0	0%	\$0	100%	\$118,836
Right of Way Direct State Costs	\$29,709	0%	\$0	0%	\$0	100%	\$29,709
Engineering Direct State Costs	\$178,254	0%	\$0	0%	\$0	100%	\$178,254
Utility Direct State Costs	\$29,709	0%	\$0	0%	\$0	100%	\$29,709
Construction Direct State Costs	\$831,852	0%	\$0	0%	\$0	100%	\$831,852
Indirect State Costs 4.73%	\$1,822,152	0%	\$0	100 %	\$1,822,152	0%	\$0
TOTAL	\$42,622,512		\$7,862,000		\$1,822,152		\$32,938,360

*)Local Government is utilizing 172,400. Transportation Development Credits (TDC) in lieu of non-federal matching funds.

Initial payment by the Local Government to the State: \$356,508

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000	CFDA No.	20.205
AFA CSJs	0914-05-222			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246		
Project Name	Hero Way from US 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

Payment by the Local Government to the State before construction: \$831,852
Estimated total payment by the Local Government to the State \$1,188,360 This is an estimate.
The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session**39.****Meeting Date:** 05/21/2024

CR 143 Right of Entry 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 right of entry agreement with Colin Strong, Independent executor of the Estate of Jon Strong, Linda I. Strong and Michael Alan Strong for survey needs on the CR 143 project. Funding Source: LTP P457

Background

Fiscal Impact

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

Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:46 PM

Started On: 05/16/2024 08:13 AM

RIGHT OF ENTRY AGREEMENT
(Survey)

This Right of Entry Agreement (the "**Agreement**") is made this May 2nd, 2024 (the "**Effective Date**") by and between Colin Strong, Independent Executor of the Estate of Jon Strong, Linda I. Strong and Michael Alan Strong, with an address for notice of 5103 Briargrove Lane, Dallas, TX 75287-7558 and 1365 County Road 143, Georgetown, TX 78633-4603, ("**Grantor**") and Williamson County with an address for notice of Sheets & Crossfield, LLPC, 309 East Main Street, Round Rock, TX 78664 ("**Grantee**") relating to those certain lands in Williamson County, Texas, described in **Exhibit "A"** attached hereto and incorporated herein by this reference, as if set forth fully herein (the "**Property**"). Grantor and Grantee are collectively referred to herein as the "**Parties**".

RECITALS

- A. Grantee is currently in the process of purchasing certain property interests for the proposed construction of CR 143 from Grantor
- B. Grantee has requested that Grantor grant Grantee a right of entry to enter the Property for the sole purpose of the land and topographical surveying, engineering, utility test holes or other related tasks in connection with Grantee's proposed future development of CR 143.
- C. Grantor is agreeable to granting Grantee the right to conduct the survey and survey- related activities in accordance with the terms and conditions of this Agreement.

AGREEMENT

Grantor hereby grants to Grantee, on behalf of Grantee, its agents, representatives, contractors, successors and assigns (collectively, "**Grantee Parties**"), the right to only conduct a lineal survey and related activities, including but not limited to performing civil surveys, environmental/cultural surveys, archeological examinations and/or the taking of geotechnical bores and samples (collectively "**Survey Activities**") on the Property relating to the proposed construction, of CR 143 (the "**Project**") on the Property. Furthermore, the Grantor and Grantee hereby covenant and agree to the following terms and conditions:

1. Grantee shall conduct the Survey Activities in a diligent and workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations and orders of duly constituted authorities. Grantee agrees that in the exercise of the rights granted herein it will not interfere with any property owned by Grantor other than the Property. Notwithstanding the foregoing, Grantee shall have foot access to the Property sufficient to determine survey boundary lines. Except as otherwise contained in this Agreement, neither Grantee nor any of Grantee's Parties shall access any building or structure located on any portion of the Property outside the Survey Area without written permission of Grantor. Grantee shall enter the Property via _____, unless directed by Grantor in writing to enter the Property at another location. The gates will be closed and locked following each entry or exit at that location, and all internal gates that must be opened for passage

will be closed following each passage. Any vehicles used by Grantee to access the property shall use the existing roads and not drive off said roads and Grantee shall use its best efforts to limit vehicular traffic to said road. Grantee shall promptly restore the roads used by Grantee or Grantee Parties and any other portion of the Property damaged by Grantee or Grantee Parties to the condition that existed prior to Grantee or Grantee Parties accessing the Property. Grantee shall enforce upon Grantee Parties a ten (10) mile per hour speed limit on all roads accessed by the Grantee or Grantee Parties. Grantee or Grantee Parties will not drive vehicles on roads within the Property that are muddy enough to cause a rut of one inch or greater in depth.

2. If Grantee cuts or removes any brush Grantee shall spray the base with a commercial chemical sufficient to prevent resprouting. Grantee agrees to purchase such chemical as recommended by Natural Resources Conservation Service's field office in Williamson County, Texas.

3. Grantor agrees to follow the Archeological Survey Standards for Texas as published by the Texas Historical Commission relating to the archeological survey component of the Survey Activities. If Grantee encounters any fossils, bones, historical, archeological and/or paleontological remains while conducting the Survey Activities, Grantee agrees that it will not disturb said remains, will provide Grantor with written notice of such discovery, and will temporarily cease Survey Activities within a twenty-five foot (25') radius of such discovery (the "Discovery Site") until the earlier of (i) such time as either a paleontologist or archaeologist, to be retained by the Grantor, evaluates the Discovery Site and, if applicable, provides recommendations on proceeding with paleontological or archaeological activities near the Discovery Site in an effort to limit potential damages to the Discovery Site or (ii) ten (10) business days. Grantor agrees to provide Grantee written notice of all recommendations (the "Recommendations") made by the paleontologist or archaeologist on proceeding with activities at the Discovery Site and Grantee shall adhere to all Recommendations related to Survey Activities located at the Discovery Site while conducting its Survey Activities.

4. **GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS RESULTING FROM OR ARISING OUT OF GRANTEE OR GRANTEE PARTIES PRESENCE, ACTIVITIES ON THE PROPERTY OR WHICH ARE CAUSED BY THE ACTS AND/OR OMISSIONS OF THE GRANTEE OR GRANTEE PARTIES ON THE PROPERTY, UNLESS CAUSED BY THE WILLFUL OR INTENTIONAL ACTS OF THE INDEMNIFIED PARTIES.**


5. Prior to execution of this Agreement, Grantee shall furnish Grantor a certificate of insurance evidencing coverage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) maintained by Grantee in connection with the Survey Activities.
6. Grantee shall pay Grantor for all damages caused by Grantee to the Property in connection to its Survey Activities.
7. Grantee agrees that all Grantee Parties performing any Survey Activities on the Property shall carry a fire extinguisher in their motor vehicle at all times while on the Property. **Neither Grantee nor any of Grantee parties shall light a fire of any sort, including tobacco or other smoking products on the property.**
8. Grantee will not bring or have in their possession, firearms, or devices resembling firearms. No smoking, alcohol, illegal drugs, hunting or fishing are allowed on the property at any time. The contents of any vehicle on the property may be inspected at any time by Grantor's representatives for the purpose of verifying compliance with the provisions of this Agreement. Violator's may be prosecuted at Grantor's sole discretion.
9. Access to the property may be suspended during livestock calving season or during hunting season at the discretion of the Grantor.
10. Only Grantee company-marked vehicles shall be used; provided, however, it shall be permissible for contractors or subcontractors, whose names are contained in a list furnished to Grantor by Grantee, to use any vehicle which bears the name of any such contractor or subcontractor or which may be such contractor or subcontractor personal vehicles during Survey Activities. Grantee's field representative in charge shall, not less than seventy-two (72) hours or three (3) days (except in emergencies) prior to initial entry upon the Property, notify Grantor **Mike Strong at 972-672-1578** of their intent to enter upon said premises and the time and purpose of entry (and shall provide re-notifications if Grantee or its representatives are absent from the Property for more than two (2) consecutive days). **In the event that a notification of entry is not received, Grantor may evict Grantee or its contractor, employee, or agent from the Property.**
11. If, and to the extent that, Grantee drills into the soil on the Property for purposes of taking geotechnical bores and samples, Grantee will tamp or press the soil around the drilling site in an attempt to reasonably prevent settling of the soil. Grantee will, insofar as reasonably practicable, restore any portion of the Property that is disturbed by Grantee's Survey Activities on the Property to a condition as near as reasonably practicable as existed just prior to Grantee's conducting of the Survey Activities. Notwithstanding the foregoing, Grantee agrees that if Grantee Parties make a rut on the Property while crossing a wetland, creek, riverbed, or sandy area in connection with conducting the Survey Activities, Grantee shall, at Grantor's discretion: (1) pay to Grantor \$300 per acre of disturbed land rutted by Grantee's Survey Activities; or (2) restore the rutted land disturbed by Grantee's Survey Activities to the same or substantially similar condition as the land was in just prior to Grantee disturbing the same. Upon Grantor's receipt of such payment, Grantee will have no further liability, obligation, or responsibility to reseed.

12. Grantee will, insofar as practicable, restore any portion of the Property that is disturbed by Grantee's Survey Activities on the Property to a condition as near as practicable as existed prior to Grantee's conducting of the Survey Activities. Notwithstanding the foregoing, Grantee agrees that if Grantee Parties make a rut on the Property while crossing a wetland, creek, riverbed, or sandy area in connection with conducting the Survey Activities, Grantee shall restore and reseed said area to at least 85% grass cover by _____, 20__, or at Grantor's request when it would be most beneficial for the land, with a comparable native seed to be selected by the Natural Resources Conservation Service in Williamson County, Texas and notify Grantor of such actions. If Grantor believes that any reseeding efforts required pursuant to the immediately preceding sentence have not been successful by _____, 20__, Grantor agrees to notify Grantee in writing, whereupon Grantee shall have an opportunity to investigate and will perform remedial actions to water and/or establish the seed at Grantee's sole cost and expense and at the request of Grantor when it would be most beneficial for the land.
13. Grantee agrees to provide to Grantor, or its designee, a copy of any plats, maps or archeological survey reports resulting from the Survey Activities on the Property within twenty (20) days of the date that Grantee obtains such plats, maps or archeological survey reports in written or electronic printable format.
14. Grantee will maintain the Property clean of all litter and trash from the Survey Activities and Grantee will remove any litter, trash or debris left by any Grantee Parties during and as a result of the Survey Activities. Grantee agrees that neither Grantee nor Grantee's Parties will participate in any activities on the Property that do not directly relate to the Survey Activities authorized hereunder.
15. Grantee, at its sole cost and expense, shall obtain such licenses, permits or authority from federal, state, municipal or other governmental bodies or agencies as may be necessary and shall comply with all regulations of such bodies or agencies and shall also pay any and all federal, state, municipal or other taxes, fees or assessments imposed or levied as a result of the Survey Activities described herein.
16. This Agreement shall terminate at midnight on _____, 20__, unless otherwise agreed to in writing by the parties. The indemnity obligation set forth in Paragraph 4 above survives termination of this Agreement.
17. This Agreement shall be construed, governed and administered in accordance with the laws of the State of Texas.
18. This Agreement embodies the entire agreement between the Parties and supersedes any and all agreements, representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written, or verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.
19. Grantee agrees to furnish, within 3 business days of their receipt, copies of any survey, testing report, market study and/or appraisal reports referencing or relating to the property the subject of this Agreement.

Executed on the dates indicated below, to be effective as of the Effective Date.

GRANTOR:

Linda I. Strong, Jon P. Strong
& Michael Alan Strong

By: 

Name: Colin Strong

Title: Independent Executor of the
Estate of Jon Strong

Date: 5/2/2024

GRANTEE:

Williamson County, Texas

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Linda Irvine Strong

Title: _____

Date: _____

By: _____

Name: Michael Alan Strong

Title: _____

Date: _____

Executed on the dates indicated below, to be effective as of the Effective Date.

GRANTOR:

Linda I. Strong, Jon P. Strong
& Michael Alan Strong

GRANTEE:

Williamson County, Texas

By: _____

Name: Colin Strong

Title: Independent Executor of the
Estate of Jon Strong

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: Linda Irvine Strong

Name: Linda Irvine Strong

Title: _____

Date: 5/2/24

By: Michael A. Strong

Name: Michael Alan Strong

Title: _____

Date: 5/2/24

Commissioners Court - Regular Session**40.****Meeting Date:** 05/21/2024

Hero Way Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.042 acres, 2.820 acres, 3.715 acres, 28.707 acres, 0.233 acres and 0.152 acres) required for the construction of Hero Way. (JNK Properties 1, Ltd./ Parcels 316, 321, 330 and 335)
Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:47 PM

Started On: 05/16/2024 08:16 AM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.042 acres (Parcel 316) and 2.820 acres (Parcel 321), and 3.715 acres (Parcel 330) and 28.707 acres (Parcel 335) and 0.233 acres (Parcel 335D Part 1) and 0.152 acres (Parcel 335D Part 2) for drainage easements and 6.124 acres (Parcel 335E) for an electric easement described by metes and bounds in Exhibits "A-G" owned by **JNK PROPERTIES 1, LTD.** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A-G" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravel, Jr.
Williamson County Judge

County: Williamson
Parcel: 316
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 316

METES & BOUNDS DESCRIPTION FOR A 0.042 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 12.819 ACRE TRACT OF LAND DESCRIBED AS TRACT 9 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 12.819 ACRE TRACT OF LAND BEING DESCRIBED IN DOCUMENT NUMBER 2004099911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.042 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract, and at the northeast corner of a called 10.96 acre tract of land as conveyed to Bobby Golden and wife, Christine Golden by Warranty Deed with Vendor's Lien recorded in Volume 2018, Page 708 of the Official Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of said Golden Tract, and at the northeast corner of a called 10.60 acre tract of land as conveyed to Majestic Oak RV Resort, LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2021019907 of the Official Public Records of Williamson County, Texas, bears S 68°58'18" W a distance of 341.15 feet; Thence, with the south right-of-way line of said Hero Way and the north line of said JNK Tract, N 68°56'23" E a distance of 95.99 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,976.84, E: 3,083,683.27) set for the west corner and **POINT OF BEGINNING** of the herein described tract, 224.78 feet right of FM 2243 baseline station 123+76.14;

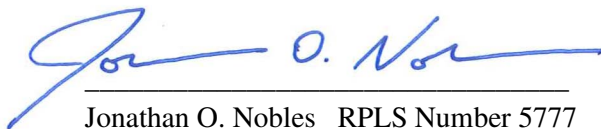
THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said JNK Tract, N 68°56'23" E a distance of 304.03 feet to a calculated point at the northeast corner of said JNK Tract, and at the northwest corner of a called 9.1064 acre tract of land as conveyed to Mauck Properties, LLC by General Warranty Deed recorded in Document Number 2019000260 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said Mauck Tract, and at the northwest corner of Lot 1, Block "A" of LIBERTY HEIGHTS, a subdivision as recorded in Document Number 2020092083 of the Official Public Records of Williamson County, Texas, bears N 68°56'23" E a distance of 30.00 feet;

THENCE, departing the south right-of-way line of said Hero Way, with the east line of said JNK Tract and the west line of said Mauck Tract, S 21°01'25" E a distance of 14.34 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract, 206.67 feet right of FM 2243 baseline station 126+83.39, from which a 1/2-inch iron rod found at the southeast corner of said JNK Tract and at the southwest corner of said Mauck Tract, bears S 21°01'25" E a distance of 1,385.06 feet;

THENCE, over and across said JNK Tract, along said curve to the left, an arc distance of 304.38 feet, having a radius of 6,503.00 feet, a central angle of 02°40'55" and a chord which bears S 71°38'24" W a distance of 304.36 feet to the **POINT OF BEGINNING** and containing 0.042 acre (1,818 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

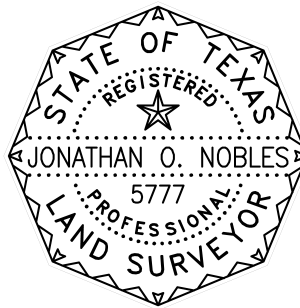


Jonathan O. Nobles RPLS Number 5777
BGE, Inc.

101 West Louis Henna Blvd., Suite 400
Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

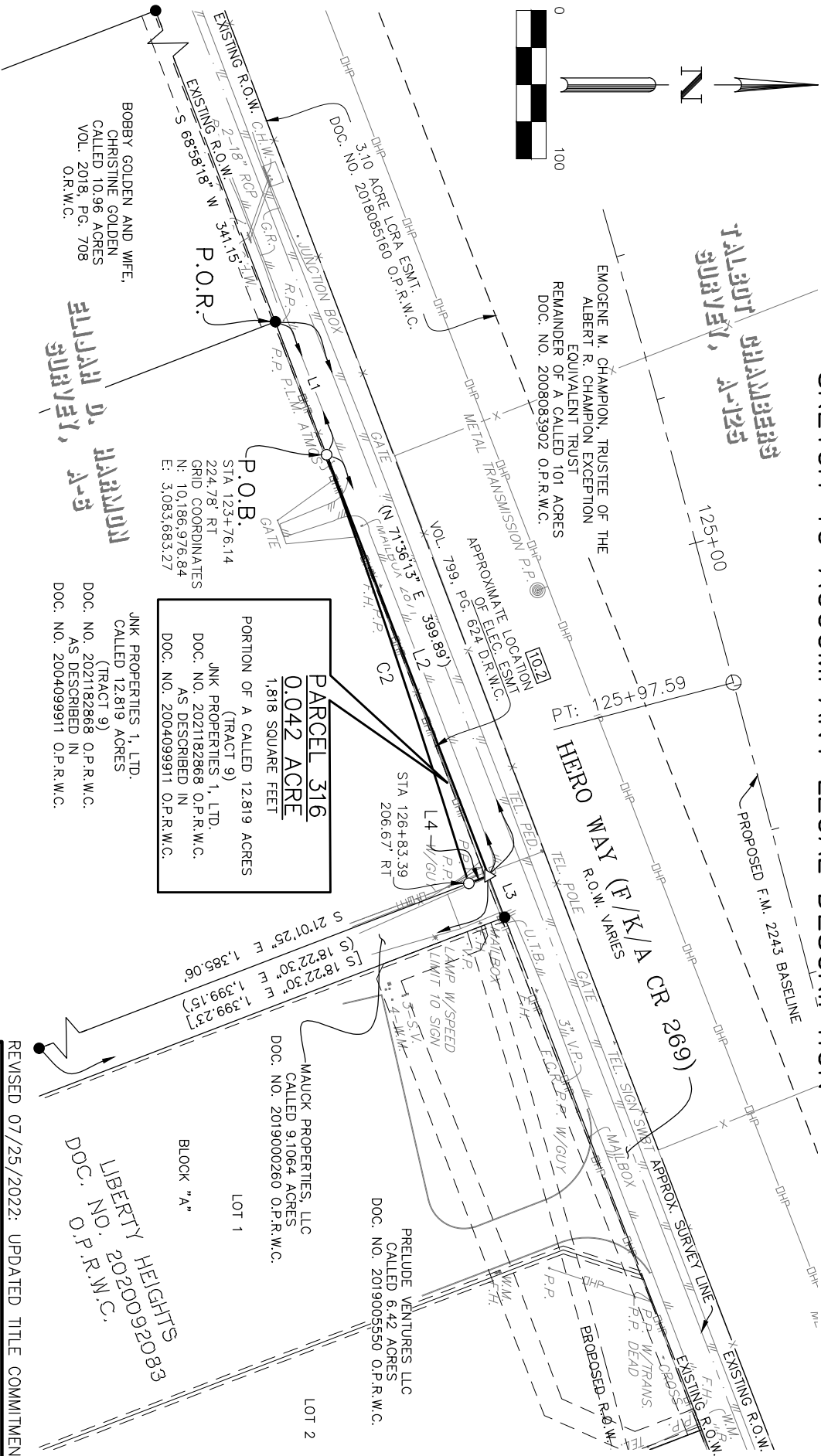


07/25/2022

Date

Client: Williamson County
Date: May 16, 2022
Revised: July 25, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-160863, DATED EFFECTIVE JUNE 23, 2022 AND ISSUED ON JULY 1, 2022.

REVISED 07/25/2022: UPDATED TITLE COMMITMENT



BGE, Inc.
101 West Louis Hema Bldg, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBP L.S. Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 316
0.042 ACRE

FM 2243
WILLAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/16/2022	3 of 4

LEGEND

B.	BOLLARD
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2004099911 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2019000260 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
x	WIRE FENCE
—DH—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
[10.1]	SCHEDULE B ITEM

RESTRICTIVE COVENANT AND EASEMENT NOTES:

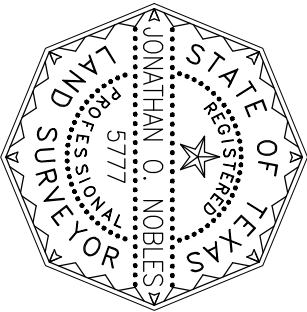
- 10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 624, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN CITY OF LEANDER ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°56'23" E	95.99'
L2	N 68°56'23" E	304.03'
L3	N 68°56'23" E	30.00'
L4	S 21°01'25" E	14.34'

LINE TABLE		
NUMBER	BEARING	DISTANCE
[L3]	[N 71°56'35" E]	[29.99']

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C2	304.38'	6,503.00'	2°40'55"	S 71°38'24" W

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



07/25/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 07/25/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBP L.S. Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 316
0.042 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'
Job No.: 7473-00
Date: 05/16/2022
Page: 4 of 4

County: Williamson
Parcel: 321
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 321

METES & BOUNDS DESCRIPTION FOR A 2.820 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 19.9973 ACRE TRACT OF LAND DESCRIBED AS TRACT 6 AND A PORTION OF A CALLED 19.95 ACRE TRACT OF LAND DESCRIBED AS TRACT 7, BOTH AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 6 BEING DESCRIBED IN DOCUMENT NUMBER 2004073246 AND SAID TRACT 7 BEING DESCRIBED IN DOCUMENT NUMBER 2004073628, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.820 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 3/4-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 6, and at the northeast corner of a called 4.95 acre tract of land as conveyed to Jerry Wayne Droptini and Jan Droptini by Warranty Deed with Vendor's Lien recorded in Volume 1919, Page 373 of the Official Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 3/8-inch iron rod found at the northwest corner of said Droptini Tract, bears S 68°59'05" W a distance of 239.86 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said JNK Tract 6, N 51°21'07" E a distance of 49.92 feet to a 3/4-inch iron rod found for an angle point;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said JNK Tract 6, N 68°38'27" E a distance of 359.28 feet to a 1/2-inch iron rod found at the northeast corner of said JNK Tract 6 and the northwest corner of the above described JNK Tract 7, for an angle point;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said JNK Tract 7, N 68°44'21" E a distance of 412.71 feet to a 3/8-inch iron rod found at the northeast corner of said JNK Tract 7 and the northwest corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said Heroway Crossing Tract, bears N 68°37'36" E a distance of 576.26 feet;

THENCE, with the east line of said JNK Tract 7 and the west line of said Heroway Crossing Tract, S 21°10'49" E a distance of 191.29 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,448.94, E: 3,085,391.31) set for the southeast corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 141+51.78, from which a 1/2-inch iron rod with cap stamped "Watson" found at the southeast corner of said JNK Tract 7 and the southwest corner of said Heroway Crossing Tract bears S 21°10'49" E a distance of 1,913.96 feet;

THENCE, over and across said JNK Tract 7, S 75°22'22" W a distance of 209.47 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 201.00 feet right of FM 2243 baseline station 139+42.31;

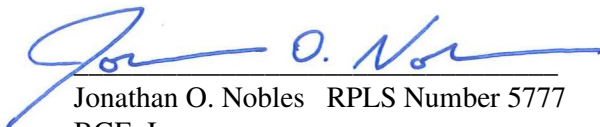
THENCE, continuing over and across said JNK Tract 7 and said JNK Tract 6, S 73°03'05" W a distance of 296.24 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 213.00 feet right of FM 2243 baseline station 136+46.32;

THENCE, continuing over and across said JNK Tract 6, S 75°22'22" W a distance of 318.79 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said JNK Tract 6 and the east line of said Droptini Tract, for the southwest corner of the herein described tract, 213.00 feet right of FM 2243 baseline station 133+27.53, from which a 1/2-inch iron rod found leaning on the west line of said JNK Tract 6, at the southeast corner of said Droptini Tract bears S 20°46'53" E a distance of 810.10 feet;

THENCE, with the west line of said JNK Tract 6 and the east line of said Droptini Tract, N 20°46'53" W a distance of 92.46 feet to the **POINT OF BEGINNING** and containing 2.820 acre (122,859 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



05/20/2022

Date

Client: Williamson County
Date: May 20, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

O.W.

TALBOT CHAMBERS
SURVEY, A-125

HERO WAY CAPITAL, LLC
CALLED 41.56 ACRES
DOC. NO. 2021121563 O.P.R.W.C.

HERO WAY (F/K/A CR 269)
R.O.W. VARIES

PARCEL 321 2.820 ACRES
122,859 SQUARE FEET
ANK PROPERTIES 1, LTD.
221182868 O.P.R.W.C.

PARCEL 321
122,859 SQUARE
JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.
A PORTION OF A CALLED 19.9973 ACRES (TRACT 6)
AS DESCRIBED IN DOC. NO. 2004073246 O.P.R.W.C.
AND A PORTION OF A CALLED 19.95 ACRES (TRACT 7)
AS DESCRIBED IN DOC. NO. 2004073628 O.P.R.W.C.
S 73°03'05" W 296

JNK PROPERTIES 1, LTD.
CALLED 19.9973 ACRES
(TRACT 6)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004073246 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 19.95 ACRES
(TRACT 7)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004073628 O.P.R.W.C.

ELIJAH D. HARMON
SURVEY, A-3

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-157573, DATED EFFECTIVE DECEMBER 14, 2021 AND ISSUED ON DECEMBER 23, 2021.



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 321
2.820 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/20/2022	3 of 4

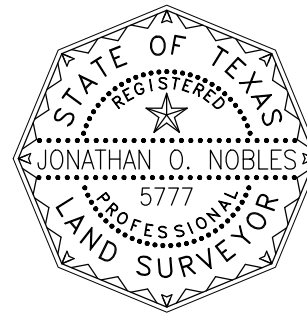
LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TRANS.	TRANSFORMER
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR VOL. 1919, PG. 373 O.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2004073628 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004073246 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
● "SAM"	FOUND 5/8" IRON ROD W/CAP "SAM INC"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—x—	WIRE FENCE
—○—	CHAIN LINK FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
///	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 51°21'07" E	49.92'
L2	N 20°46'53" W	92.46'
L3	S 68°59'05" W	239.86'
L4	N 68°37'36" E	576.26'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{N 53°53'12" E}	{50.46'}
(L3)	(S 71°37' W)	(240.00')
<L4>	<N 70°40'08" E>	<576.23'>

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



05/20/2022

Jonathan O. Nobles
 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 653, PAGE 611, VOLUME 763, PAGE 360 AND VOLUME 782, PAGE 891, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS AS DESCRIBED IN VOLUME 409, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT,
- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 655 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- NOTICE REGARDING ORDINANCE NO. 18-026-00 RECORDED IN DOCUMENT NO. 2018041030 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

		BGE, Inc. 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502	
		Copyright 2022	
<p align="center">PARCEL PLAT SHOWING PARCEL 321 2.820 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS</p>			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/20/2022	4 of 4

County: Williamson
Parcel: 330
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 330

METES & BOUNDS DESCRIPTION FOR A 3.715 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 26.931 ACRE TRACT OF LAND DESCRIBED AS TRACT 5 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NUMBER 2004065021 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS; SAID 3.715 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 5, and at the northeast corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 3/8-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of said Heroway Tract, and at the northeast corner of a called 19.95 acre tract of land described as Tract 7 to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004073628 of the Official Public Records of Williamson County, Texas, bears S 68°37'36" W a distance of 576.26 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said JNK Tract 5, N 69°02'16" E a distance of 557.23 feet to a calculated point at the northeast corner of said JNK Tract 5, and at the northwest corner of a called 4.377 acre tract described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northeast corner of said Park Tract, and at the northwest corner of a called 34.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, bears N 69°02'16" E a distance of 546.53 feet;

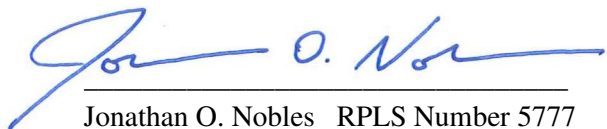
THENCE, departing the south right-of-way line of said Hero Way, with the east line of said JNK Tract 5 and the west line of said Park Tract 2, S 21°12'14" E a distance of 321.33 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,737.06, E: 3,086,495.27) set at the southwest corner of said Park Tract 2 and at the northwest corner of a called 1.988 acre tract of land described as Tract 1 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 201.03 feet right of FM 2243 baseline station 152+92.43, from which a 1/2-inch iron rod found at the southeast corner of said JNK Tract 5, bears S 21°12'14" E a distance of 1,783.94 feet;

THENCE, over and across said JNK Tract 5, S 75°22'22" W a distance of 560.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" on the west line of said JNK Tract 5 and the east line of said Heroway Tract, for the southwest corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 147+31.92, from which a 1/2-inch iron rod found at the southwest corner of said JNK Tract 5 and the southeast corner of said Heroway Tract, bears S 21°12'00" E a distance of 1,846.49 feet;

THENCE, with the west line of said JNK Tract 5 and the east line of said Heroway Tract, N 21°12'00" W a distance of 259.44 feet to the **POINT OF BEGINNING** and containing 3.715 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on October 12, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



08/16/2022

Date

Client: Williamson County
Date: August 16, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

**TALBOT CHAMBERS
SURVEY, A-125**

CHARLES HOSKINS AND
PATRICIA HOSKINS,
HUSBAND AND WIFE
REMAINDER OF A CALLED
13.371 ACRES
DOC. NO. 2002036263
O.P.R.W.C.

CHARLES TODD HOSKINS
AND WIFE, TERRY HOSKINS
CALLED 6.481 ACRES
DOC. NO. 2004000861
O.P.R.W.C.

0.96 ACRE LCRA ESMT.
DOC. NO. 2018055341 O.P.R.W.C.

HERO WAY (F/K/A CR 269)
R.O.W. VARIES

PROPOSED R.O.W.
AROUND SOLAR PANEL
BRIAN OLSON AND CHARITY M. OLSON, (1/2 INTEREST)
AND HATTIE E. OLSON, (1/2 INTEREST)
CALLED 13.320 ACRES
DOC. NO. 2001071867 O.P.R.W.C.

EXISTING R.O.W.
N 69°02'16" E 546.53'
IN 69°02'16" E 546.53'

THE PARK AT CYPRESS CREEK, LLC
CALLED 4.377 ACRES
(TRACT 2)
DOC. NO. 2021145415 O.P.R.W.C.
PC: 152+70.05'

PARCEL 330 3.715 ACRES

161,814 SQUARE FEET

A PORTION OF
A CALLED 26.931 ACRES (TRACT 5)
JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004065021 O.P.R.W.C.

10.1
APPROXIMATE LOCATION
OF ELEC. ESMT.
VOL. 799, PG. 631
D.R.W.C.

HEROWAY CROSSING LLC
CALLED 27.868 ACRES
DOC. NO. 2020158793 O.P.R.W.C.

STA 152+92.43
201.03' RT
GRID COORDINATES
N: 10,187,737.06
E: 3,086,495.27

JNK PROPERTIES 1, LTD.
CALLED 26.931 ACRES
(TRACT 5)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004065021 O.P.R.W.C.

**ELIJAH D. HARMON
SURVEY, A-3**



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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**PARCEL PLAT
SHOWING PARCEL 330
3.715 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 3 of 5
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LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2021145415 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—x—	WIRE FENCE
—○—	METAL FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
///	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 21°12'14" E	1,783.94'
L2	S 21°12'00" E	1,846.49'
L3	N 43°32'37" W	44.78'



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 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 330
3.715 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	4 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P330_EX1.dwg, 8/16/2022 10:29 AM, Stephen Barger

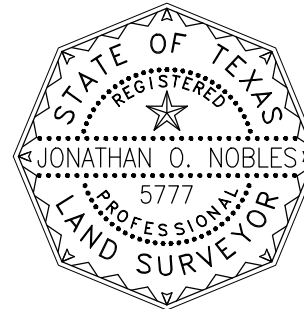
GENERAL NOTES:


1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-160868, DATED EFFECTIVE MARCH 22, 2022 AND ISSUED ON MARCH 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 621, PAGE 17, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 631 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 A PUBLIC UTILITY EASEMENT GRANTED TO CITY OF LEANDER, TEXAS AS DESCRIBED IN VOLUME 1899, PAGE 588 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN CITY OF LEANDER ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.




JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400



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SHOWING PARCEL 330
3.715 ACRES
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WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	5 of 5

County: Williamson
Parcel: 335
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 335

METES & BOUNDS DESCRIPTION FOR A 28.707 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 8, A PORTION OF A CALLED 33.834 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, A PORTION OF A CALLED 60.000 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND A PORTION OF A CALLED 10.10 ACRE TRACT OF LAND DESCRIBED AS TRACT 10, ALL AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 8 BEING DESCRIBED IN DOCUMENT NUMBER 2004077519, SAID TRACT 1 BEING DESCRIBED IN DOCUMENT NUMBER 2004028572, SAID TRACT 2 BEING DESCRIBED IN DOCUMENT NUMBER 2003078335, AND SAID TRACT 10 BEING DESCRIBED IN DOCUMENT NUMBER 2006006664, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 28.707 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 1, and at the northeast corner of a called 4.377 acre tract of land described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065021, both of the Official Public Records of Williamson County, Texas, and at the northeast corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, bears S 69°02'16" W a distance of 1,103.77 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said JNK Tract 1, N 70°05'28" E, pass a found 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 65.95 feet, and continuing on for a total distance of 201.93 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found at an exterior corner of said JNK Tract 1, and at the northwest corner of the above described JNK Tract 8, for an angle point, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found on the west line of said JNK Tract 8, bears S 19°54'56" E a distance of 35.78 feet;

THENCE, continuing with the south right-of-way line of said Hero Way and with the north line of said JNK Tract 8, N 70°04'38" E a distance of 181.51 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found at the northeast corner of said JNK Tract 8, and at an exterior corner of said JNK Tract 1, for an angle point, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found on the east line of said JNK Tract 8, bears S 19°54'56" E a distance of 83.80 feet;

THENCE, continuing with the south right-of-way line of said Hero Way and with the north line of said JNK Tract 1, N 70°06'04" E a distance of 777.41 feet to a 1/2-inch iron rod found at the northeast corner of said JNK Tract 1, and at the northwest corner of the above described JNK Tract 2, for an angle point, from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and said JNK Tract 2, bears S 20°05'44" E a distance of 1,324.23 feet;

THENCE, continuing with the south right-of-way line of said Hero Way and with the north line of said JNK Tract 2, N 69°41'26" E a distance of 1,374.35 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found at the intersection with the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by instruments recorded in Document Numbers 2003062377, 2003082332, 2003114403, 2004058038 and 2004069273, all of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 2, and at the northwest corner of a called 5.149 acre tract of land described as Parcel 24 as dedicated in said Document Number 2003082332 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Diamond Surveying" found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said Ronald W Reagan Boulevard, and at the southwest corner of a called 0.145 acre tract of land described as Parcel 28B as dedicated in said Document Number 2004069273 of the Official Public Records of Williamson County, Texas, bears N 21°02'41" W a distance of 62.16 feet;

THENCE, with the west right-of-way line of said Ronald W Reagan Boulevard and the east line of said JNK Tract 2, the following three (3) courses:

- 1) S 21°33'44" E a distance of 13.56 feet to a 1/2-inch iron rod for an angle point;
- 2) S 65°56'44" E a distance of 69.75 feet to a 1/2-inch iron rod for an angle point; and
- 3) S 21°17'21" E, pass a found 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 236.20 feet, and continuing on for a total distance of 1,126.34 feet to a 1/2-inch iron rod found at the most easterly southeast corner of said JNK Tract 2, and at the northeast corner of the above described JNK Tract 10, for an angle point, from which a 60D nail found at the northwest corner of said JNK Tract 10, and at an interior corner of said JNK Tract 2, bears S 69°09'59" W a distance of 406.06 feet;

THENCE, continuing with the west right-of-way line of said Ronald W Reagan Boulevard and with the east line of said JNK Tract 10, S 21°13'28" E a distance of 245.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for southeast corner of the herein described tract, 1,222.51 feet right of FM 2243 baseline station 185+84.04, from which a 1/2-inch iron rod found on the north line of a called 6.314 acre tract of land as conveyed to Realeander LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2020167271 of the Official Public Records of Williamson County, Texas, at the southeast corner of said JNK Tract 10, and at the southwest corner of said Parcel 24 dedication, bears S 21°13'28" E a distance of 828.32 feet;

THENCE, departing the west right-of-way line of said Ronald W Reagan Boulevard, over and across said JNK Tract 10, S 68°35'32" W a distance of 122.56 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,740.00, E: 3,089,721.94) set for the beginning of a non-tangent curve to the right and the most southerly southwest corner of the herein described tract, 1,239.36 feet right of FM 2243 baseline station 184+38.02;

THENCE, over and across said JNK Tract 10, along said curve to the right, an arc distance of 217.97 feet, having a radius of 16,236.00 feet, a central angle of 00°46'09" and a chord which bears N 21°33'58" W a distance of 217.97 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 1,023.18 feet right of FM 2243 baseline station 184+05.00;

THENCE, continuing over and across said JNK Tract 10 and over and across said JNK Tract 2, N 21°10'54" W a distance of 188.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 836.13 feet right of FM 2243 baseline station 183+79.66;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 878.59 feet, having a radius of 1,011.00 feet, a central angle of 49°47'30" and a chord which bears N 62°29'25" W a distance of 851.20 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 237.68 feet right of FM 2243 baseline station 177+25.43;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 59.82 feet, having a radius of 8,051.00 feet, a central angle of 00°25'33" and a chord which bears S 72°08'38" W a distance of 59.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 235.53 feet right of FM 2243 baseline station 176+63.65;

THENCE, continuing over and across said JNK Tract 2, S 75°59'13" W a distance of 150.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 218.57 feet right of FM 2243 baseline station 175+12.88;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 203.48 feet, having a radius of 8,063.00 feet, a central angle of 01°26'45" and a chord which bears S 70°08'40" W a distance of 203.48 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 216.00 feet right of FM 2243 baseline station 173+09.42;

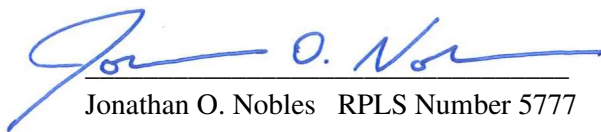
THENCE, continuing over and across said JNK Tract 2 and over and across said JNK Tract 1, S 69°25'17" W a distance of 792.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set a point of curvature of a curve to the right, 216.00 feet right of FM 2243 baseline station 165+16.88;

THENCE, continuing over and across said JNK Tract 1, along said curve to the right, an arc distance of 696.86 feet, having a radius of 11,137.00 feet, a central angle of 03°35'06" and a chord which bears S 71°12'51" W a distance of 696.75 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said JNK Tract 1, at the southeast corner of said Park at Cypress Creek Tract 2, and at the northeast corner of a called 1.988 acre tract of land described as Tract 1 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in said Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the most westerly southwest corner of the herein described tract, 207.05 feet right of FM 2243 baseline station 158+30.50, from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and a called 20.00 acre tract of land described as Tract 4 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065019, both of the Official Public Records of Williamson County, Texas, bears S 21°08'16" E a distance of 409.63 feet;

THENCE, with the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 2, N 21°08'16" W a distance of 372.43 feet to the **POINT OF BEGINNING** and containing 28.707 acres (1,250,475 square feet) of land more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



01/02/2024

Date

Client: Williamson County

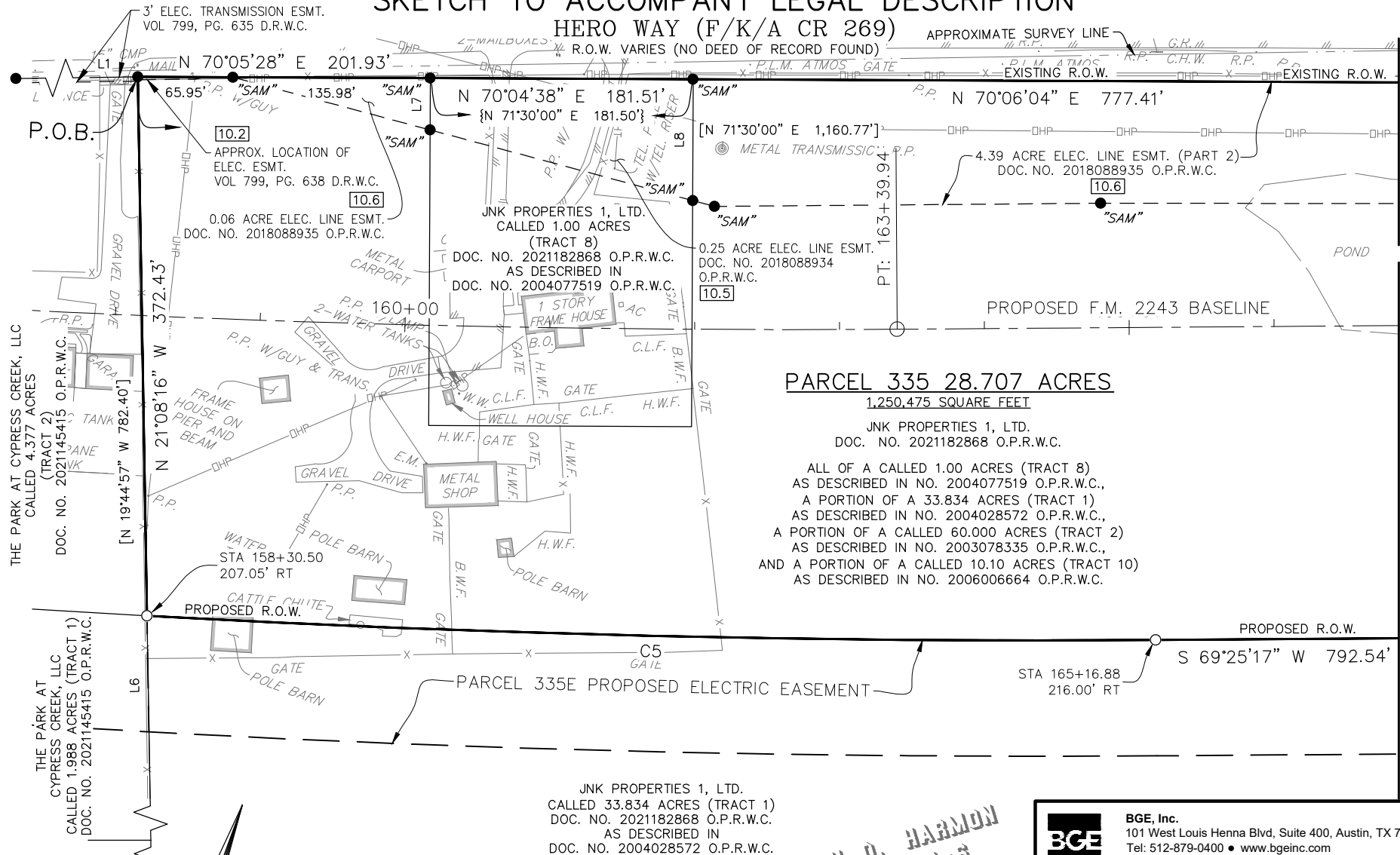
Date: August 21, 2023

Revised: January 1, 2024

Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION HERO WAY (F/K/A CR 269)

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PARCEL 335 28.707 ACRES
1,250,475 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

ALL OF A CALLED 1.00 ACRES (TRACT 8)
AS DESCRIBED IN NO. 2004077519 O.P.R.W.C.,
A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 33.834 ACRES (TRACT 1)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004028572 O.P.R.W.C.

ELIJAH D. HARMON
SURVEY, A-S



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PARCEL PLAT
SHOWING PARCEL 335
28.707 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	5 of 11

REVISED 01/02/2024

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MATCHLINE PAGE 7 of 11

TALBOT CHAMBERS
SURVEY, A-125

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

APPROXIMATE SURVEY LINE

HERO WAY (F/K/A CR 269)

R.O.W. VARIES (NO DEED OF RECORD FOUND)

EXISTING R.O.W.

EXISTING R.O.W.

N 70°06'04" E 777.41'

N 69°41'26" E 1,374.35'

GATE

[N 71°30'00" E 1,160.77']
METAL TRANSMISSION P.P.

GATE

4.39 ACRE ELEC. LINE ESMT. (PART 2)
DOC. NO. 2018088935 O.P.R.W.C.

(N 71°30'00" E 1,374.53')
METAL TRANSMISSION P.P.

SAN. M.M.
S.L.V.

"SAM"

"SAM"

"SAM"

POND

PROPOSED F.M. 2243 BASELINE

S 20°05'44" E 1,324.23'
[S 18°42'05" E 1,324.40']
(S 18°17'30" E 1,324.40')

PARCEL 335 28.707 ACRES

1,250,475 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

ALL OF A CALLED 1.00 ACRES (TRACT 8)
AS DESCRIBED IN NO. 2004077519 O.P.R.W.C.,
A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

20' WASTEWATER UTILITY ESMT.
DOC. NO. 2014069870 O.P.R.W.C.

10.4

PROPOSED
DRAINAGE EASEMENT

PROPOSED R.O.W.

PROPOSED R.O.W.

S 69°25'17" W 792.54'

C4

L5

PROPOSED
DRAINAGE EASEMENT

PARCEL 335 PROPOSED ELECTRIC EASEMENT

STA 173+09.42
216.00' RT

STA 175+12.88
218.57' RT

JNK PROPERTIES 1, LTD.
CALLED 34.834 ACRES
(TRACT 1)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004028572 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 60.000 ACRES
(TRACT 2)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2003078335 O.P.R.W.C.



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SHOWING PARCEL 335
28.707 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

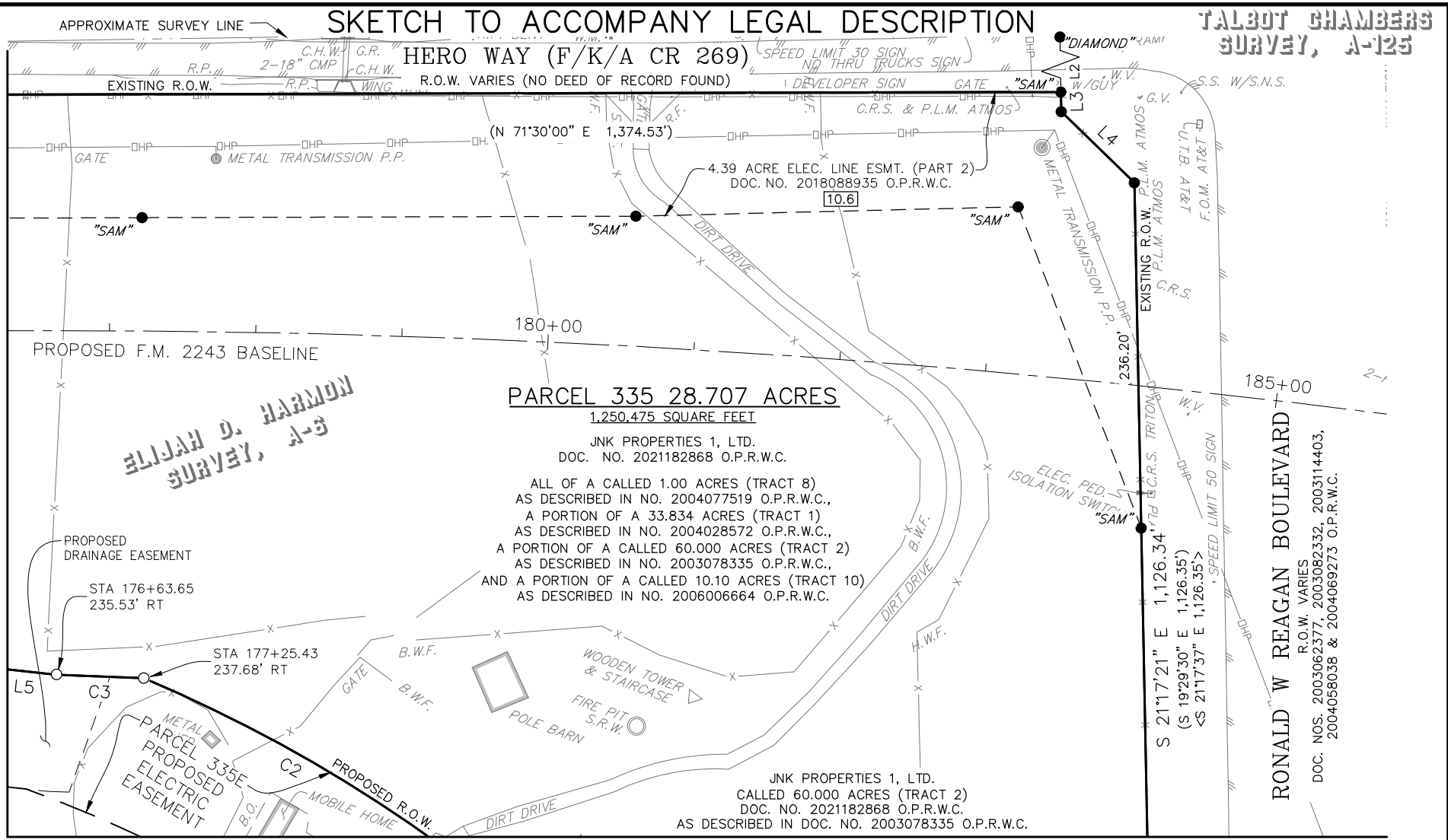
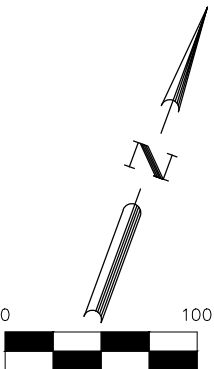
Scale: 1"=100'	Job No.: 7473-00	Date: 08/21/2023	Page: 6 of 11
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REVISED 01/02/2024



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MATCHLINE PAGE 8 of 11



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PARCEL PLAT
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28.707 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/21/2023	Page: 7 of 11
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REVISED 01/02/2024

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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PARCEL 335 28.707 ACRES

1,250,475 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

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AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 60.000 ACRES (TRACT 2)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN DOC. NO. 2003078335 O.P.R.W.C.

ELIJAH D. HARMON
SURVEY, A-3

N 21°10'54" W 188.36'

STA 183+79.66
836.13' RT

C.R.S. 21°17'21" E 1,126.34'
(S 19°29'30" E 1,126.35')
<S 21°17'37" E 1,126.35'>

RONALD REAGAN BOULEVARD

R.O.W. VARIES
DOC. NOS. 2003062377, 2003082332, 2003114403,
2004058038 & 2004069273 O.P.R.W.C.

MATCHLINE PAGE 9 of 11



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TBPLS Licensed Surveying Firm No. 10106502

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SHOWING PARCEL 335
28.707 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/21/2023	Page: 8 of 11
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REVISED 01/02/2024

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 8 of 11

ELIJAH D. HARMON
SURVEY, A-B

JNK PROPERTIES 1, LTD.
CALLED 60.000 ACRES (TRACT 2)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN DOC. NO. 2003078335 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 10.10 ACRES
(TRACT 10)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2006006664 O.P.R.W.C.

PARCEL 335 28.707 ACRES

1,250,475 SQUARE FEET

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AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

((S 71° W))
(S 71°01'00" W 406.02')
S 69°09'59" W 406.06'

188.36'
N 21°10'54" W

PROPOSED R.O.W.

PARCEL 335E PROPOSED
ELECTRIC EASEMENT
C1

STA 184+05.00
1,023.18' RT

STA 185+84.04
1,222.51' RT

S 68°35'32" W
122.56'

STA 184+38.02
1,239.36' RT
GRID COORDINATES
N: 10,187,740.00
E: 3,089,721.94

S 21°17'21" E ATM
1,126.34'
(S 19°29'30" E 1,126.35')
<S 21°17'37" E 1,126.34'>

S 21°13'28" E 245.82'
EXISTING R.O.W.
S 21°13'28" E 828.32'

RONALD W REAGAN BOULEVARD

R.O.W. VARIES
DOC. NOS. 2003062377, 2003082332, 2003114403,
2004058038 & 2004069273 O.P.R.W.C.



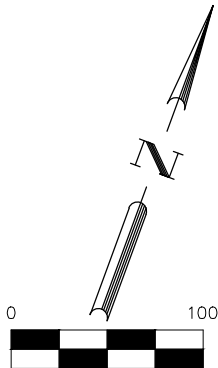
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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 335
28.707 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	9 of 11

REVISED 01/02/2024



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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BLDG. OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.V.	GAS VALVE
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
S.R.W.	STONE RETAINING WALL
S.R.F.	SPLIT RAIL FENCE
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
()	RECORD INFO., DOC. NO. 2003078335 O.P.R.W.C.
[]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
{ }	RECORD INFO., DOC. NO. 2004077519 O.P.R.W.C.
< >	RECORD INFO., DOC. NOS. 2003062377, 2003082332, 2003114403, 2004058038 & 2004069273 O.P.R.W.C.
(())	RECORD INFO., DOC. NO. 2006006664 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● "SAM"	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
● "DIAMOND"	FOUND 1/2" IRON ROD W/CAP "DIAMOND SURVEYING"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
▲	FOUND 60D NAIL
—x—	WIRE FENCE
—o—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
///	EDGE OF ASPHALT
10.5	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°02'16" W	1,103.77'
L2	N 21°02'41" W	62.16'
L3	S 21°33'44" E	13.56'
L4	S 65°56'44" E	69.75'
L5	S 75°59'13" W	150.02'
L6	S 21°08'16" E	409.63'
L7	S 19°54'56" E	35.78'
L8	S 19°54'56" E	83.80'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L3)	(S 19°25'23" E)	(13.59')
<L3>	<S 21°13'30" E>	<13.59'>
(L4)	(S 64°05'05" E)	(69.67')
<L4>	<S 65°53'12" E>	<69.67'>

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	217.97'	16,236.00'	0°46'09"	N 21°33'58" W	217.97'
C2	878.59'	1,011.00'	49°47'30"	N 62°29'25" W	851.20'
C3	59.82'	8,051.00'	0°25'33"	S 72°08'38" W	59.82'
C4	203.48'	8,063.00'	1°26'45"	S 70°08'40" W	203.48'
C5	696.86'	11,137.00'	3°35'06"	S 71°12'51" W	696.75'



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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 335
28.707 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	10 of 11

REVISED 01/02/2024

G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P335_EX1.dwg, 8/21/2023 11:31 AM, Stephen Barger

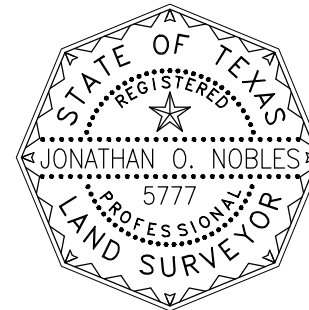
GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE JULY 24, 2022 AND ISSUED ON JULY 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.



I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

01/02/2024
Jonathan O. Nobles
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400



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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 335
28.707 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

REVISED 01/02/2024

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	11 of 11

EXHIBIT E

County: Williamson
Parcel: 335D Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 335D PART 1

METES & BOUNDS DESCRIPTION FOR A 0.233 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 33.834 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 1 BEING DESCRIBED IN DOCUMENT NUMBER 2004028572 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.233 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northeast corner of the above described JNK Tract 1, and at the northwest corner of a called 60.000 acre tract of land described as Tract 2 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2003078335 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found at the intersection with the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by instruments recorded in Document Numbers 2003062377, 2003082332, 2003114403, 2004058038 and 2004069273, all of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 2, and at the northwest corner of a called 5.149 acre tract of land described as Parcel 24 as dedicated in said Document Number 2003082332 of the Official Public Records of Williamson County, Texas, bears N 69°41'26" E a distance of 1,374.35 feet, and also from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and said JNK Tract 2, bears S 20°05'44" E a distance of 1,324.23 feet; Thence, over and across said JNK Tract 1, S 05°57'06" E a distance of 393.30 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,236.14, E: 3,088,021.51) for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 216.00 feet right of FM 2243 baseline station 168+78.29;

THENCE, continuing over and across said JNK Tract 1, S 58°02'31" E a distance of 100.79 feet to a calculated point for the southeast corner of the herein described tract;

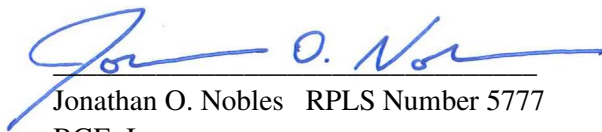
THENCE, continuing over and across said JNK Tract 1, S 69°25'17" W a distance of 126.79 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said JNK Tract 1, N 58°02'31" W a distance of 100.79 feet to a calculated point for the northwest corner of the herein described tract, 216.00 feet right of FM 2243 baseline station 167+51.50;

THENCE, continuing over and across said JNK Tract 1, N 69°25'17" E a distance of 126.79 feet to the **POINT OF BEGINNING** and containing 0.233 acre (10,143 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

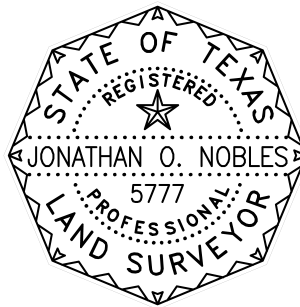
BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



08/21/2023

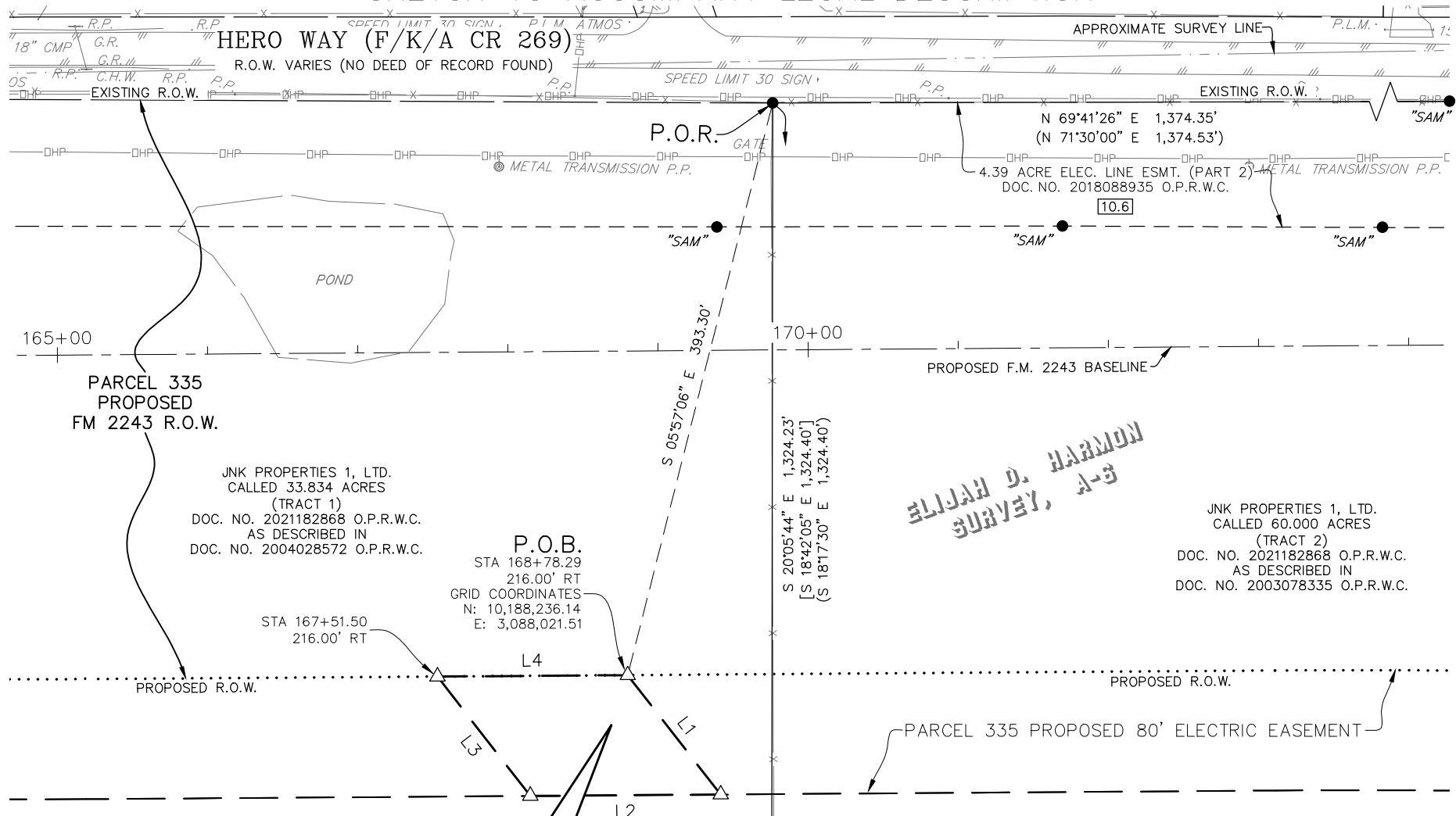
Date

Client: Williamson County

Date: August 21, 2023

Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 58°02'31" E	100.79'
L2	S 69°25'17" W	126.79'
L3	N 58°02'31" W	100.79'
L4	N 69°25'17" E	126.79'

EASEMENT PARCEL 335D PART 1

0.233 ACRE
10,143 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.
A PORTION OF A CALLED 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.



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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P1
0.233 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	3 of 4



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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE AUGUST 14, 2023 AND ISSUED ON AUGUST 21, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

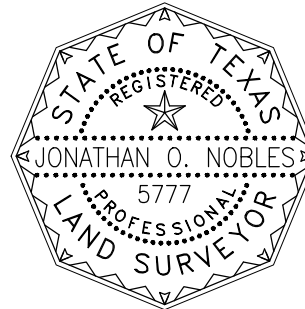
1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

LEGEND

B.	BOLLARD
B.O.	BUILDING OVERHANG
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
M.H.	MANHOLE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
()	RECORD INFO., DOC. NO. 2003078335 O.P.R.W.C.
[]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● "SAM"	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
— x —	WIRE FENCE
— OHP —	OVERHEAD POWER
— // —	EDGE OF ASPHALT
10.5	SCHEDULE B ITEM

- 10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



Jonathan O. Nobles 08/21/2023
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400



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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P1
0.233 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	4 of 4

EXHIBIT F

County: Williamson
Parcel: 335D Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 335D PART 2

METES & BOUNDS DESCRIPTION FOR A 0.152 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 60.000 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 2 BEING DESCRIBED IN DOCUMENT NUMBER 2003078335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.152 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 2, and at the northeast corner of a called 33.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, Ltd. by Contribution Deed recorded in said Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found at the intersection with the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by instruments recorded in Document Numbers 2003062377, 2003082332, 2003114403, 2004058038 and 2004069273, all of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 2, and at the northwest corner of a called 5.149 acre tract of land described as Parcel 24 as dedicated in said Document Number 2003082332 of the Official Public Records of Williamson County, Texas, bears N 69°41'26" E a distance of 1,374.35 feet, and also from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and said JNK Tract 2, bears S 20°05'44" E a distance of 1,324.23 feet; Thence, over and across said JNK Tract 2, S 79°41'05" E a distance of 775.31 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,481.80, E: 3,088,716.78) for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said JNK Tract 2, N 75°59'13" E a distance of 46.60 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, 235.53 feet right of FM 2243 baseline station 176+63.65;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 36.62 feet, having a radius of 8,051.00 feet, a central angle of 00°15'38" and a chord which bears N 72°03'40" E a distance of 36.62 feet to a calculated point for the northeast corner of the herein described tract, 236.85 feet right of FM 2243 baseline station 177+01.47;

THENCE, continuing over and across said JNK Tract 2, S 00°42'31" E a distance of 83.74 feet to a calculated point at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract;

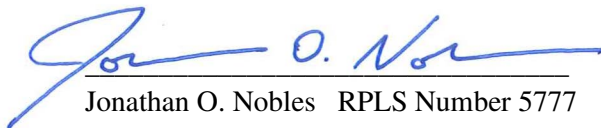
THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 14.46 feet, having a radius of 7,971.00 feet, a central angle of 00°06'14" and a chord which bears S 71°57'45" W a distance of 14.46 feet to a calculated angle point;

THENCE, continuing over and across said JNK Tract 2, S 75°59'13" W a distance of 68.35 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said JNK Tract 2, N 00°42'31" W a distance of 82.21 feet to the **POINT OF BEGINNING** and containing 0.152 acre (6,641 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

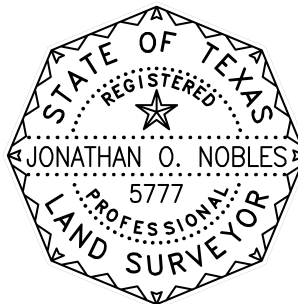
BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



08/21/2023

Date

Client: Williamson County

Date: August 21, 2023

Project Number: 7473-00

LEGEND

B.	BOLLARD
B.O.	BUILDING OVERHANG
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
M.H.	MANHOLE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
()	RECORD INFO., DOC. NO. 2003078335 O.P.R.W.C.
[]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● "SAM"	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
— X —	WIRE FENCE
— OHP —	OVERHEAD POWER
— // —	EDGE OF ASPHALT
10.5	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 75°59'13" E	46.60'
L2	S 00°42'31" E	83.74'
L3	S 75°59'13" W	68.35'
L4	N 00°42'31" W	82.21'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	36.62'	8,051.00'	0°15'38"	N 72°03'40" E	36.62'
C2	14.46'	7,971.00'	0°06'14"	S 71°57'45" W	14.46'



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 TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
 EASEMENT PARCEL 335D P2
 0.152 ACRE
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/21/2023	Page: 4 of 5
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GENERAL NOTES:

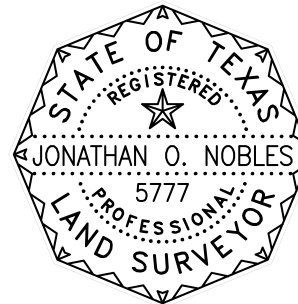
1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE AUGUST 14, 2023 AND ISSUED ON AUGUST 21, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



Jonathan O. Nobles 08/21/2023
 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400



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 EASEMENT PARCEL 335D P2
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 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
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EXHIBIT G

County: Williamson
Parcel: 335E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 335E

METES & BOUNDS DESCRIPTION FOR A 6.124 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 33.834 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, A PORTION OF A CALLED 60.000 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND A PORTION OF A CALLED 10.10 ACRE TRACT OF LAND DESCRIBED AS TRACT 10, ALL AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 1 BEING DESCRIBED IN DOCUMENT NUMBER 2004028572, SAID TRACT 2 BEING DESCRIBED IN DOCUMENT NUMBER 2003078335, AND SAID TRACT 10 BEING DESCRIBED IN DOCUMENT NUMBER 2006006664, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.124 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 1, and at the northeast corner of a called 4.377 acre tract of land described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065021, both of the Official Public Records of Williamson County, Texas, and at the northeast corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, bears S 69°02'16" W a distance of 1,103.77 feet, and from which a 5/8-inch iron rod with cap stamped "SAM LLC" found at an exterior corner of said JNK Tract 1, and at the northwest corner of a called 1.00 acre tract of land described as Tract 8 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004077519, both of the Official Public Records of Williamson County, Texas, bears N 70°05'28" E a distance of 201.93 feet; Thence, with the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 2, S 21°08'16" E a distance of 372.43 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,884.77, E: 3,087,023.65) set at the most easterly common corner of said Park at Cypress Creek Tract 2 and a called 1.988 acre tract of land described as Tract 1 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in said Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the beginning of a non-tangent curve to the left and the northwest corner and **POINT OF BEGINNING** of the herein described tract, 207.05 feet right of FM 2243 baseline station 158+30.50;

THENCE, over and across said JNK Tract 1, along said curve to the left, an arc distance of 696.86 feet, having a radius of 11,137.00 feet, a central angle of $03^{\circ}35'06''$ and a chord which bears $N 71^{\circ}12'51'' E$ a distance of 696.75 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 216.00 feet right of FM 2243 baseline station 165+16.88;

THENCE, continuing over and across said JNK Tract 1 and over and across the above described JNK Tract 2, $N 69^{\circ}25'17'' E$ a distance of 792.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the right, 216.00 feet right of FM 2243 baseline station 173+09.42;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 203.48 feet, having a radius of 8,063.00 feet, a central angle of $01^{\circ}26'45''$ and a chord which bears $N 70^{\circ}08'40'' E$ a distance of 203.48 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 218.57 feet right of FM 2243 baseline station 175+12.88;

THENCE, continuing over and across said JNK Tract 2, $N 75^{\circ}59'13'' E$ a distance of 150.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right, 235.53 feet right of FM 2243 baseline station 176+63.65;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 59.82 feet, having a radius of 8,051.00 feet, a central angle of $00^{\circ}25'33''$ and a chord which bears $N 72^{\circ}08'38'' E$ a distance of 59.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right and the most northerly corner of the herein described tract, 237.68 feet right of FM 2243 baseline station 177+25.43;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 878.59 feet, having a radius of 1,011.00 feet, a central angle of $49^{\circ}47'30''$ and a chord which bears $S 62^{\circ}29'25'' E$ a distance of 851.20 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 836.13 feet right of FM 2243 baseline station 183+79.66;

THENCE, continuing over and across said JNK Tract 2 and over and across the above described JNK Tract 10, $S 21^{\circ}10'54'' E$ a distance of 188.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the left, 1,023.18 feet right of FM 2243 baseline station 184+05.00;

THENCE, continuing over and across said JNK Tract 10, along said curve to the left, an arc distance of 217.97 feet, having a radius of 16,236.00 feet, a central angle of $00^{\circ}46'09''$ and a chord which bears $S 21^{\circ}33'58'' E$ a distance of 217.97 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 1,239.36 feet right of FM 2243 baseline station 184+38.02;

THENCE, continuing over and across said JNK Tract 10, S 68°35'32" W a distance of 80.00 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the right and the most southerly southwest corner of the herein described tract, 1,249.04 feet right of FM 2243 baseline station 183+42.29;

THENCE, continuing over and across said JNK Tract 10, along said curve to the right, an arc distance of 218.29 feet, having a radius of 16,316.00 feet, a central angle of 00°46'00" and a chord which bears N 21°33'54" W a distance of 218.28 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency, 1,032.21 feet right of FM 2243 baseline station 183+12.49;

THENCE, continuing over and across said JNK Tract 10 and over and across said JNK Tract 2, N 21°10'54" W a distance of 98.07 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the left, 934.69 feet right of FM 2243 baseline station 183+00.51;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 900.75 feet, having a radius of 911.00 feet, a central angle of 56°39'05" and a chord which bears N 61°53'29" W a distance of 864.51 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point, 313.71 feet right of FM 2243 baseline station 176+41.86;

THENCE, continuing over and across said JNK Tract 2, S 75°59'13" W a distance of 134.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the left, 298.45 feet right of FM 2243 baseline station 175+07.30;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 197.90 feet, having a radius of 7,983.00 feet, a central angle of 01°25'13" and a chord which bears S 70°07'54" W a distance of 197.89 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency, 296.00 feet right of FM 2243 baseline station 173+09.42;

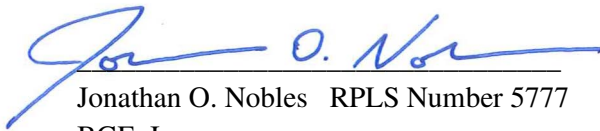
THENCE, continuing over and across said JNK Tract 2 and over and across said JNK Tract 1, S 69°25'17" W a distance of 792.54 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of curvature of a curve to the right, 296.00 feet right of FM 2243 baseline station 165+16.88;

THENCE, continuing over and across said JNK Tract 1, along said curve to the right, an arc distance of 696.07 feet, having a radius of 11,217.00 feet, a central angle of 03°33'20" and a chord which bears S 71°11'57" W a distance of 695.96 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 1 for the most westerly southwest corner of the herein described tract, 287.12 feet right of FM 2243 baseline station 158+35.12, from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and a called 20.00 acre tract of land described as Tract 4 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065019, both of the Official Public Records of Williamson County, Texas, bears S 21°08'16" E a distance of 329.42 feet;

THENCE, with the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 1, N 21°08'16" W a distance of 80.21 feet to the **POINT OF BEGINNING** and containing 6.124 acres (266,744 square feet) of land more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

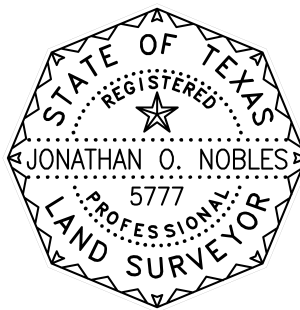
BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



08/21/2023

Date

Client: Williamson County

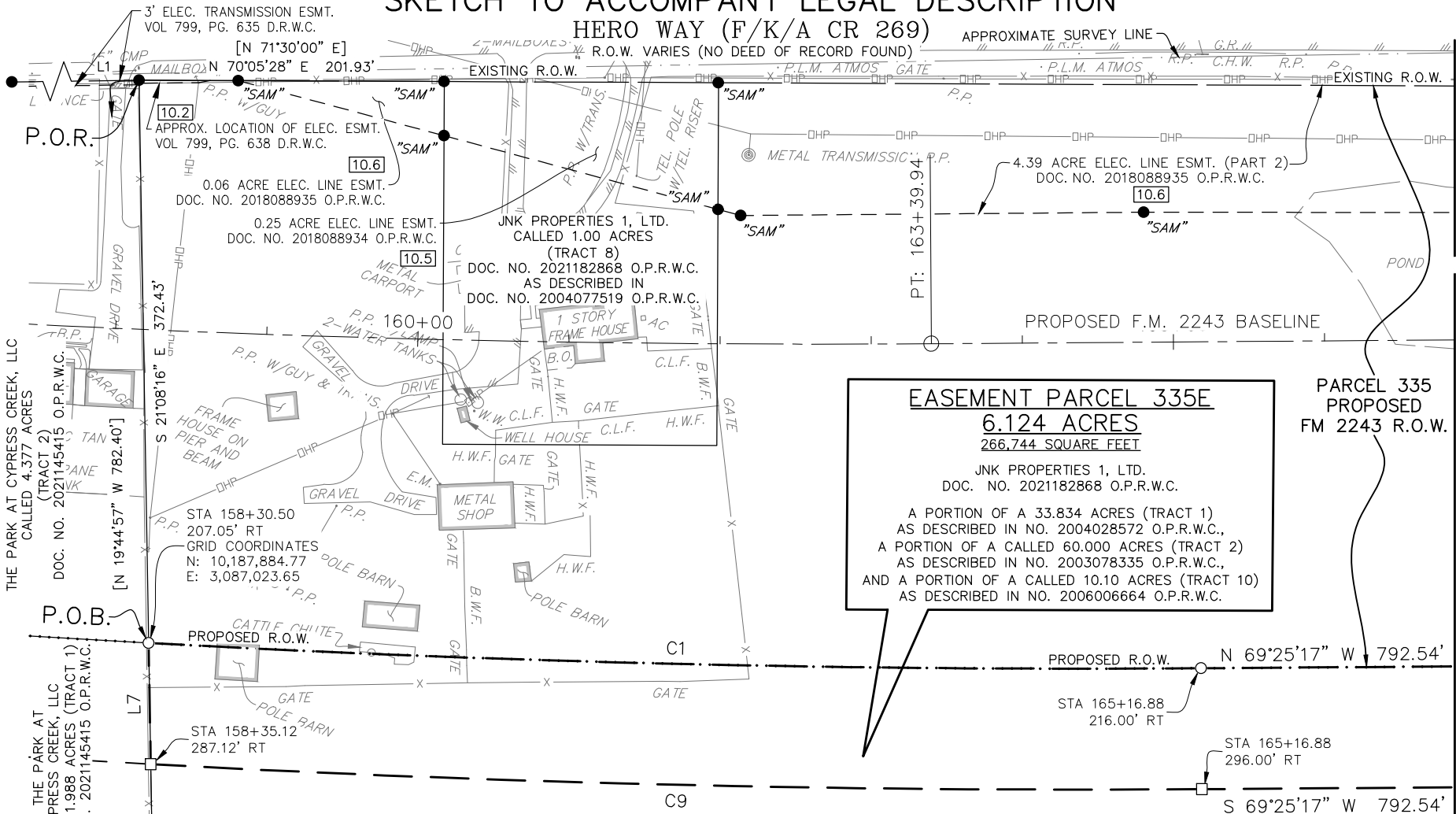
Date: August 21, 2023

Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION HERO WAY (F/K/A CR 269)

R.O.W. VARIES (NO DEED OF RECORD FOUND)

APPROXIMATE SURVEY LINE



EASEMENT PARCEL 335E
6.124 ACRES
266,744 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

PARCEL 335
PROPOSED
FM 2243 R.O.W.

MATCHLINE PAGE 6 of 11

JNK PROPERTIES 1, LTD.
CALLED 33.834 ACRES (TRACT 1)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004028572 O.P.R.W.C.

ELIJAH D. HARMON
SURVEY, A-S



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PARCEL PLAT SHOWING
EASEMENT PARCEL 335E
6.124 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	5 of 11

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MATCHLINE PAGE 5 of 11

TALBOT CHAMBERS
SURVEY, A-125

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

APPROXIMATE SURVEY LINE

HERO WAY (F/K/A CR 269)

R.O.W. VARIES (NO DEED OF RECORD FOUND)

EXISTING R.O.W.

EXISTING R.O.W.

GATE

METAL TRANSMISSION P.P.

GATE

4.39 ACRE ELEC. LINE ESMT. (PART 2)
DOC. NO. 2018088935 O.P.R.W.C.

METAL TRANSMISSION P.P.

SAN. M.H.

"SAM"

"SAM"

"SAM"

20' WASTEWATER UTILITY ESMT.
DOC. NO. 2014069870 O.P.R.W.C.

POND

PROPOSED F.M. 2243 BASELINE

170+00

175+00

ELIJAH D. HARMON
SURVEY, A-3

EASEMENT PARCEL 335E

6.124 ACRES

266,744 SQUARE FEET

JNK PROPERTIES 1, LTD.
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A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

PARCEL 335
PROPOSED
FM 2243 R.O.W.

PC: 176+10.19

PROPOSED DRAINAGE EASEMENT

PROPOSED R.O.W. N 69°25'17" E 792.54'

PROPOSED R.O.W.

C2

L2

PROPOSED DRAINAGE EASEMENT

S 69°25'17" W 792.54'

STA 173+09.42
296.00' RT

STA 173+09.42
216.00' RT

STA 175+07.30
298.45' RT

STA 175+12.88
218.57' RT

C8

L6

JNK PROPERTIES 1, LTD.
CALLED 33.834 ACRES
(TRACT 1)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004028572 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 60.000 ACRES
(TRACT 2)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2003078335 O.P.R.W.C.

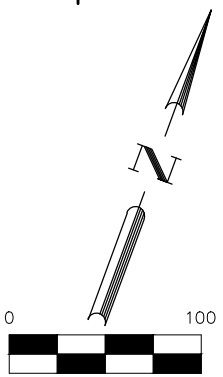


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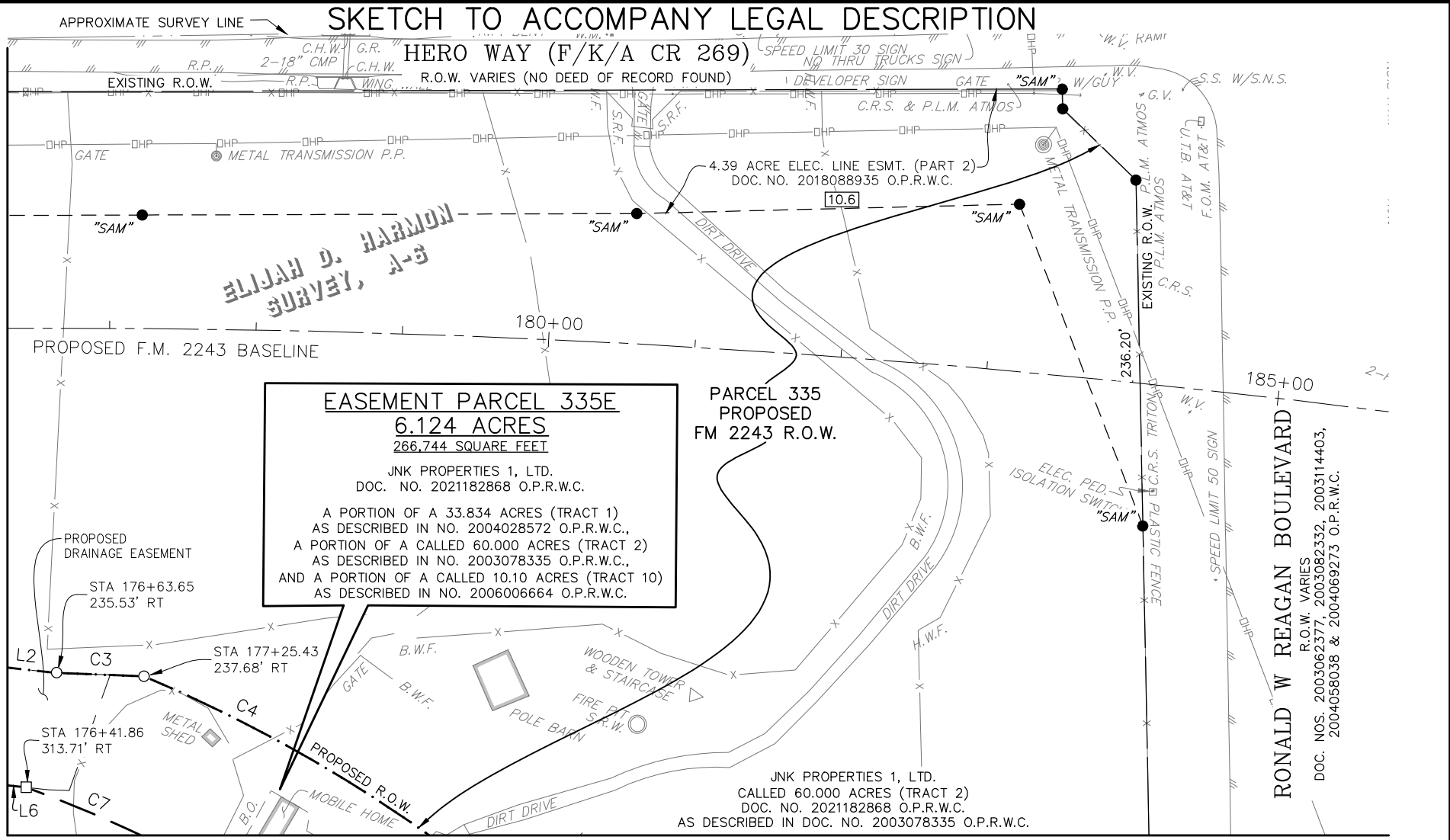
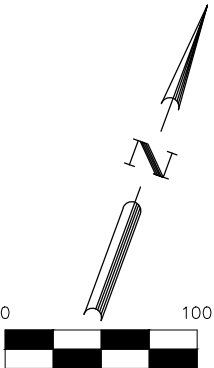
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PARCEL PLAT SHOWING
EASEMENT PARCEL 335E
6.124 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/21/2023	Page: 6 of 11
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MATCHLINE PAGE 6 of 11



MATCHLINE PAGE 8 of 11



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TBPLS Licensed Surveying Firm No. 10106502

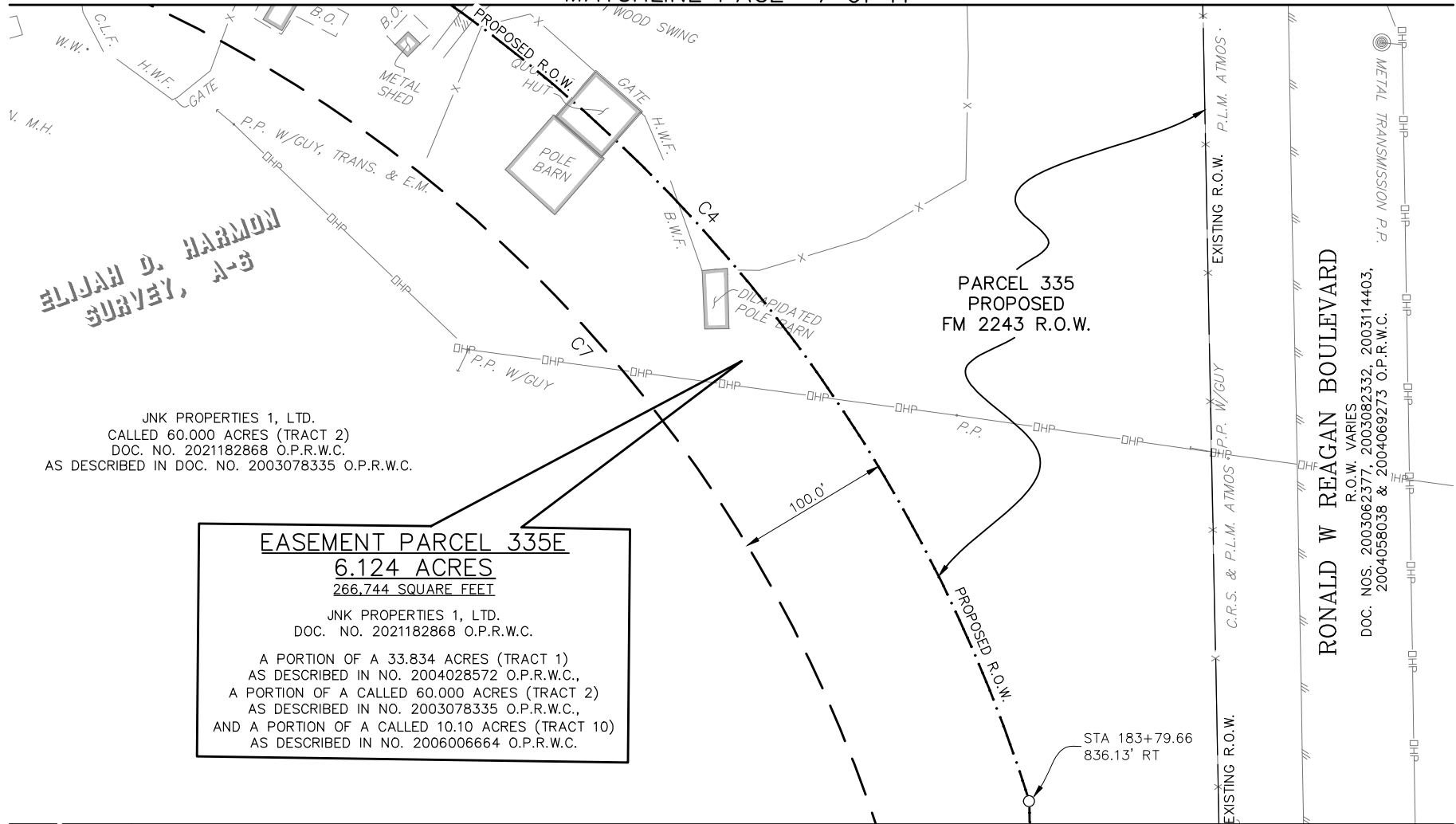
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**PARCEL PLAT SHOWING
EASEMENT PARCEL 335E
6.124 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	7 of 11

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 7 of 11



MATCHLINE PAGE 9 of 11



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EASEMENT PARCEL 335E
6.124 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/21/2023	Page: 8 of 11
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 8 of 11

EASEMENT PARCEL 335E

6.124 ACRES

266,744 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 60.000 ACRES (TRACT 2)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN DOC. NO. 2003078335 O.P.R.W.C.

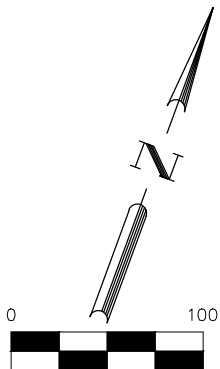
JNK PROPERTIES 1, LTD.
CALLED 10.10 ACRES
(TRACT 10)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2006006664 O.P.R.W.C.

PARCEL 335
PROPOSED
FM 2243 R.O.W.

RONALD W REAGAN BOULEVARD

R.O.W. VARIES
DOC. NOS. 2003062377, 2003082332, 2003114403,
2004058038 & 2004069273 O.P.R.W.C.
METAL NOISS/INS/ARL 7/2/11

ELIJAH D. HARMON
SURVEY, A-S



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6.124 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/21/2023	Page: 9 of 11
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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BLDG. OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.V.	GAS VALVE
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
S.R.W.	STONE RETAINING WALL
S.R.F.	SPLIT RAIL FENCE
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
[]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● "SAM"	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
● "DIAMOND"	FOUND 1/2" IRON ROD W/CAP "DIAMOND SURVEYING"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
▲	FOUND 60D NAIL
—X—	WIRE FENCE
—○—	METAL FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 69°02'16" W	1,103.77'
L2	N 75°59'13" E	150.02'
L3	S 21°10'54" E	188.36'
L4	S 68°35'32" W	80.00'
L5	N 21°10'54" W	98.07'
L6	S 75°59'13" W	134.08'
L7	N 21°08'16" W	80.21'
L8	S 21°08'16" E	329.42'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	696.86'	11,137.00'	3°35'06"	N 71°12'51" E	696.75'
C2	203.48'	8,063.00'	1°26'45"	N 70°08'40" E	203.48'
C3	59.82'	8,051.00'	0°25'33"	N 72°08'38" E	59.82'
C4	878.59'	1,011.00'	49°47'30"	S 62°29'25" E	851.20'
C5	217.97'	16,236.00'	0°46'09"	S 21°33'58" E	217.97'
C6	218.29'	16,316.00'	0°46'00"	N 21°33'54" W	218.28'
C7	900.75'	911.00'	56°39'05"	N 61°53'29" W	864.51'
C8	197.90'	7,983.00'	1°25'13"	S 70°07'54" W	197.89'
C9	696.07'	11,217.00'	3°33'20"	S 71°11'57" W	695.96'



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106502

Copyright 2023

PARCEL PLAT SHOWING
 EASEMENT PARCEL 335E
 6.124 ACRES
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/21/2023	Page: 10 of 11
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G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P335E_EX1.dwg, 8/21/2023 9:41 AM, Stephen Barger

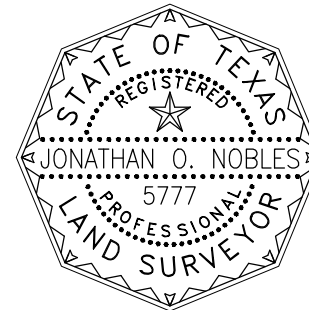
GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE JULY 24, 2022 AND ISSUED ON JULY 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.



08/21/2023

Jonathan O. Nobles
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400



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PARCEL PLAT SHOWING
EASEMENT PARCEL 335E
6.124 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	11 of 11

Commissioners Court - Regular Session**41.****Meeting Date:** 05/21/2024

CR 313 Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.344 acres) required for the construction of CR 313. (ATC 313 Pro, LLC./ Parcel 1) Funding Source: LTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:47 PM

Started On: 05/16/2024 08:19 AM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.344 acres (Parcel 1) described by metes and bounds in Exhibit "A" owned by **ATX 313 Pro, LLC.**, for the purpose of constructing, reconstructing, maintaining, and operating the County Road 313 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

Exhibit "A"

County: Williamson
Parcel No.: 1
Tax ID: R395142
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.344 ACRE (15,003 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.515 ACRE TRACT OF LAND CONVEYED TO ATX 313 PRO, LLC, RECORDED IN DOCUMENT NO. 2022134963 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.344 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "UP ENGINEERING AND SURVEYING" (Grid Coordinates: N=10268401.99, E=3159436.69) monumenting the southeast corner of said 5.515 acre ATX 313 Pro, LLC tract and the southwest corner of the called 5.29 acre tract of land conveyed to Michael J. Madding, recorded in Document No. 2016004904 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of County Road 313 (variable width right-of-way), for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, with the south boundary line of said 5.515 acre ATX 313 Pro, LLC tract and said north right-of-way line of County Road 313, the following two (2) courses and distances:

1. **S 67°47'39" W** for a distance of **378.95 feet**, to an iron rod found with cap marked "LENZ & ASSOCIATES AUSTIN TEXAS" monumenting the most southerly southwest corner of said 5.515 acre ATX 313 Pro, LLC tract and an angle point on said north right-of-way line of County Road 313, for the most southerly southwest corner hereof;
2. **N 72°49'03" W** for a distance of **23.12 feet** to a leaning 1/2" iron rod found monumenting the most westerly southwest corner of said 5.515 acre ATX 313 Pro, LLC tract, same being on the east right-of-way line of County Road 332 (variable width right-of-way), for the most westerly southwest corner hereof;

THENCE, **N 21°24'49" W** with the west boundary line of said 5.515 acre ATX 313 Pro, LLC tract and said east right-of-way line of County Road 332, for a distance of **21.97 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" for the northwest corner hereof, from which an iron rod found with cap marked "UP ENGINEERING AND SURVEYING" monumenting the northwest corner of said 5.515 acre ATX 313 Pro, LLC tract and the most westerly southwest corner of the called 5.35 acre tract of land conveyed to Daniel Rangel and Anna C. Rangel, recorded in Document No. 2020128146 of the Official Public Records of Williamson County, Texas, same being on said east right-of-way line of County Road 332, bears N 21°24'49" W for a distance of 578.24 feet;


County: Williamson
Parcel No.: 1
Tax ID: R395142
County Road: 313 East of County Road 332 Jarrell

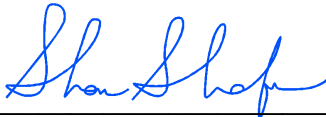
THENCE, **N 67°21'33" E** through the interior of said 5.515 acre ATX 313 Pro, LLC tract for a distance of **396.52 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the east boundary line of said 5.515 acre ATX 313 Pro, LLC tract and the west boundary line of said 5.29 acre Madding tract for the northeast corner hereof, from which an iron rod found with cap marked "FOREST RPLS 1847" monumenting the northwest corner of said 5.29 acre Madding tract and the most southerly southwest corner of said 5.35 acre Rangel tract, same being on said east boundary line of the 5.515 acre ATX 313 Pro, LLC tract, bears N 22°12'45" W for a distance of 396.21 feet;

THENCE, **S 22°12'45" E** with said east boundary line of the 5.515 acre ATX 313 Pro, LLC tract and said west boundary line of the 5.29 acre Madding tract for a distance of **39.66 feet** to the **POINT OF BEGINNING** hereof and containing 0.344 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface based on a combined surface adjustment factor of 1.00015. Coordinates shown hereon are grid.

A drawing has been prepared to accompany this metes and bounds description.

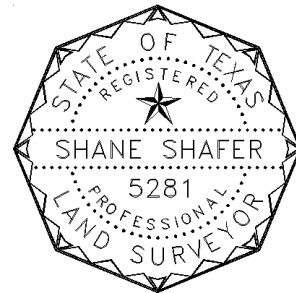
 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



February 07, 2024

SHANE SHAFER, R.P.L.S. NO. 5281

DATE

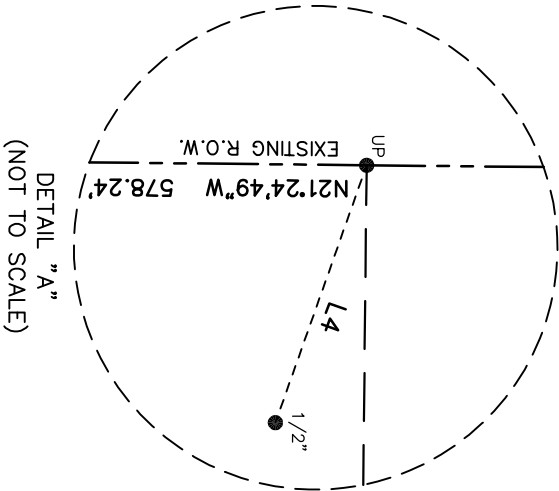


Z:\WCRB_2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 1_CR 313 ATX 313 PRO FINAL M&B 20240207.doc

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.344 ACRE (15,003 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.515 ACRE TRACT OF LAND CONVEYED TO ATX 313 PRO, LLC, RECORDED IN DOCUMENT NO. 2022134963 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 1921 CR 313, JARRELL, TX 76537

LEGEND

- IRON ROD FOUND
- LA IRON ROD FOUND WITH CAP MARKED
"LENZ & ASSOCIATES AUSTIN, TEXAS"
- UP IRON ROD FOUND WITH CAP MARKED
"UP ENGINEERING AND SURVEYING"
- ⊙ 5/8" IRON ROD SET WITH ALUMINUM CAP
MARKED "WILLIAMSON COUNTY"
- PP POWER POLE
- DOWN GUY
- TPED TELEPHONE PEDESTAL
- PBX TELEPHONE PULL BOX
- WVC WATER VALVE ON CONCRETE
- WM WATER METER
- 2PVC 2"PVC RISER
- MB MAIL BOX
- ⋈ RP REFLECTOR POST
- ⊕ S1 SIGN
- X — X — WIRE FENCE (WF)
- \ — \ — WOOD FENCE (WDF)
- // — // — EDGE OF PAVEMENT
- OU — OU — OVERHEAD UTILITY LINE
- — — RIGHT-OF-WAY DEDICATION LINE
- — — EXISTING RIGHT-OF-WAY LINE
- — — EASEMENT LINE
- — — ADJOINING BOUNDARY LINES
- SUBDIVISION LOT LINES
- SUBJECT TRACT BOUNDARY
- WG WOOD GATE
- SC STONE COLUMN
- CDS CONCRETE DRAINAGE STRUCTURE
- CMP CORRUGATED METAL PIPE
- U.E. UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING



DETAIL "A"
(NOT TO SCALE)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N72°49'03"W	23.12'
L2	N21°24'49"W	21.97'
L3	S22°12'45"E	39.66'
L4	N87°30'51"E	0.56'

SIGN LEGEND

S1 = STOP
S3 = 40 MPH

CR 313 PARCEL 1 SHEET 2 OF 4

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.344 ACRE (15,003 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.515 ACRE TRACT OF LAND CONVEYED TO ATX 313 PRO, LLC, RECORDED IN DOCUMENT NO. 2022134963 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 1921 CR 313, JARRELL, TX 76537

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. GT2402424, which bears an Effective Date January 11, 2024 and an Issued Date of January 18, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record:

Document No. 2001074654, Official Public Records, Williamson County, Texas.

Document No. 2003113438, Official Public Records, Williamson County, Texas.

Document No. 2023101625, Official Public Records, Williamson County, Texas. The subject tract is a part of the property described in said documents. Document 2023101625 states: "Tract 11 (which is the 5.515 acre tract shown hereon) of the Vaughan Tracts shall no longer be subject to the 2001 Declarations, the 2003 Amended Declarations, or any subsequent amendments and/or clarifications to said Declarations. From the date of the recording of this Amendment, Tract 11 shall be forever released from the 2001 Declarations and the 2003 Amended Declarations and said Declarations shall have no force or effect upon the real property know as Tract 11."

10a. Oil, Gas and Mineral Lease dated April 4, 1980 between R. F. Goode and Claudia E. Goode, as Lessor and M. L. McGinnis, as Lessee, recorded in Volume 811, Page 38, Deed Records of Williamson County, Texas, together with all rights incident thereto. Not a survey matter.

10b. Mineral reservation as shown in deed from Claudia Evelyn Goode, Byron F. Goode and Susan E. Kautzer to Roger L. Vogt and Dona A. Vogt, dated December 11, 1992 and recorded in Volume 2230, Page 724, Official Records of Williamson County, Texas. Not a survey matter.

10c. Electric Utility Easement and Covenant of Access dated February 8, 1993, executed by Roger Vogt to Bartlett Electric Cooperative, Inc., recorded in Volume 2309, Page 180, Official Records, Williamson County, Texas. The subject tract is a part of the 100 acre tract of land described in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on Grantor's hereinafter described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure of other facility."

10d. Electric Utility Easement and Covenant of Access dated August 31, 2004, executed by Rhonda Suckow and Dusty Suckow to Bartlett Electric Cooperative, Inc., recorded under Document No. 2006016060, Official Public Records, Williamson County, Texas. The subject tract is a part of the 89.06 acre tract of land described in Document No. 9641039, Official Records, Williamson County, Texas as referenced in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around such pole, guy wire, anchor structure of other facility."

10e. Water Line Easement dated May 5, 2017, executed by Steven Blake Edelen, Erin Joy Brophy, Steven Benjamin Edelen and Colleen Edelen to Lone Star Regional Water Authority, recorded under Document No. 2017044874, Official Public Records, Williamson County, Texas, and as corrected and/or amended, re-recorded under Document No. 2021026570, Official Records, Williamson County, Texas. Easement described in said Document No. 2021026570 is a part of the subject tract as shown hereon.

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.344 ACRE (15,003 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.515 ACRE TRACT OF LAND CONVEYED TO ATX 313 PRO, LLC, RECORDED IN DOCUMENT NO. 2022134963 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 1921 CR 313, JARRELL, TX 76537


NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM, DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015. COORDINATES SHOWN HEREON ARE GRID.
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 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. 48491C0150F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

To: Williamson County, Texas, Texan Title Insurance Company, and Longhorn Title Company, LLC exclusively;

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on February 06, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards 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 NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.




SHANE SHAFER, R.P.L.S. NO. 5281
February 07, 2024
DATE

CR 313 PARCEL 1 SHEET 4 OF 4

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session**42.****Meeting Date:** 05/21/2024

Executive Session

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property: CR 332
- b) Discuss the acquisition of real property for County Facilities.
- c) Discuss the acquisition of real property for CR 255.
- d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- e) Discuss the acquisition of real property for Corridor H
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for Corridor C.
- i) Discuss the acquisition of right-of-way for Corridor F.
- j) Discuss the acquisition of right-of-way for Corridor D.
- k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- l) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile

Detention Center

- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
- p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- q) Discuss the acquisition of right of way for CR 314.
- r) Discuss acquisition of right of way for Corridor J.
- s) Discuss the acquisition of real property for Southwestern Blvd.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way and potential litigation settlement for CR 245.
- v) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:48 PM

Started On: 05/16/2024 08:24 AM

Commissioners Court - Regular Session**43.****Meeting Date:** 05/21/2024

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

- a) Project Skyfall
- b) Project Soul Train
- c) Project School Bus

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2024

Reviewed By

Becky Pruitt

Date

05/16/2024 12:48 PM

Started On: 05/16/2024 08:25 AM