

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 25, 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 – 25)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misd. Court Appts	\$87,000
To	0100-0425-004120	Competency hearings	\$72,000
To	0100-0425-004125	Transcripts	\$5,000
To	0100-0425-004163	Non Custodial Mother -Crt appt	\$10,000

4. Discuss, consider and take appropriate action on a line item transfer for the County Judge's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0400-003100	Office Supplies	\$1,000.00
From	0100-0400-003120	Printer Supplies	\$500.00
From	0100-0400-003901	Publications	\$400.00
From	0100-0400-004350	Printed Materials	\$400.00

From	0100-0400-003010	Computer Equipment	\$750.00
From	0100-0400-004999	Miscellaneous	\$450.00
To	0100-0400-004231	Travel	\$3,500.00

5. Discuss, consider, and take appropriate action on a line item transfer for Constable Pct. 1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005730	RADIO EQ. > \$5,000	\$1,150.00
To	0100.0551.003006	OFFICE EQ. < \$5,000	\$225.00
To	0100.0551.003010	COMPUTER EQUIPMENT < \$5,000	\$925.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003316	Medical/Hospital	\$112,000.00
To	0100.0570.005003	Equipment > \$5000	\$112,000.00

7. 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	\$4,460.00
To	0100-0576-003200	Medical Supplies	\$1,535.00
To	0100-0576-003009	Linens and Toiletries	\$700.00
To	0100-0576-003306	Food Service	\$1,600.00
To	0100-0576-003311	Uniforms	\$625.00
From	0100-0576-004100	Professional Services	\$6,930.00
To	0100-0576-004705	Pre-Employment Screening	\$2,790.00
To	0100-0576-004718	Pre-Employment Physical	\$4,140.00

8. 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	\$20,336.00
To	0100-0576-005740	Computer Equipment > \$5,000.00	\$20,336.00

9. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
10. Discuss, consider and take appropriate action to amend the American Rescue Plan Act (ARPA) subrecipient agreement with Bluebonnet Trails Community Services for Primary Care Integration, Diversion Center Expansion, Withdrawal Management and Adult Respite Safety.
11. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Greater Round Rock West Neighborhood Association for off duty contracting of County Sheriff Deputies to be effective July 4, 2024. (Traffic control for July 4th parade)
12. Discuss, consider, and take appropriate action on authorizing an Interlocal Agreement between Williamson County and Williamson County Appraisal District (WCAD) pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 -- 791.030 and authorize the execution of the agreement.
13. Discuss, consider and take appropriate action on approving #2024216 between Williamson County and Environmental Systems Research Institute, Inc (ESRI) for an annual subscription for the Advantage Program, in the amount of \$74,857.25, pursuant to DIR cooperative contract #DIR-CPO-4699 and authorize execution of quote.
14. Discuss, consider, and take appropriate action on approving the Contract for Services #2024222 with Falkenberg Construction Co., Inc. for Hose Bid Replacement at River Ranch RV Sites for Parks and Recreation in the amount of \$73,985.90 pursuant to BuyBoard Contract #728-24, and authorize execution of this agreement.
15. Discuss, consider and take appropriate action on approval for Contract for Construction with Aggieland Construction, LLC, for Jester Annex Tax Office Drive Through Lanes for Facilities Management, and authorize execution of the agreement..
16. Discuss, consider, and take appropriate action on approving the Service Contract, #2024220, with Parsons Commercial Roofing, Inc., for Roof Repairs at various locations for Facilities Management, in the amount of \$8,400.00, pursuant to Cooperative Purchasing – TIPS 211001, and authorize execution of the agreement.
17. Discuss, consider, and take appropriate action on approving the Purchase and Service Contract, #2024221, with Viking Fence Co., Ltd, acting by and through Viking GP, LLC, for Fence Repair at Round Rock B for Facilities Management, in the amount of \$9,062.50, pursuant to Cooperative Purchasing – TIPS 210205, and authorize execution of the agreement.
18. Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024224, with Falkenberg Construction Co., Inc, for Texas Avenue Health District Privacy Fence for Facilities Management, in the amount of \$21,490.18 pursuant to Cooperative Purchasing – BuyBoard – Contract Number #728-24, and authorize execution of the agreement.

19. Discuss, consider, and take appropriate action on formally closing out and not awarding #24RFP43 Automated Teller Machine (ATM) and Services, due to no responses received and approve the quote for Preferred ATM Services with the attached pricing, and authorize execution of the agreement #2024225.
20. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Patriot Way Milling and Overlay under IFB #24IFB63.
21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for 200 Milling and Overlay, under IFB #24IFB64.
22. Discuss, consider and take appropriate action on Supplemental Work Authorization No 7 to Work Authorization No 1 under Williamson County Contract between Texas A&M Transportation Institute (TTI) and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. Funding source: 01.0200.0210.004160.
23. Discuss, consider and take appropriate action on approval of the replat of Lot 21 Block P of the Santa Rita Ranch Ph 5 Sec 4B subdivision – Precinct 2.
24. Discuss, consider and take appropriate action on approval of the preliminary plat for the Heritage Mill South subdivision – Precinct 4.
25. Discuss, consider, and take appropriate action on approval of the final plat for the Mendoza Acres subdivision – Precinct 4.

REGULAR AGENDA

26. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Saul Rangel) who passed away in Williamson County, Texas where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
27. Discuss, consider, and take appropriate action on recognizing Mary Condon for her years of service to the City of Florence.
28. Discuss and take appropriate action on Emergency Shelter Grant (ESG) funding and HOME Investment Partnerships Program (HOME) funding from the Department of Housing and Urban Development.
29. Discuss and take appropriate action on the Community Development Block Grant 2024 proposed projects to be included in the 2024 Action Plan.
30. Discuss, consider and take appropriate action on a line item transfer for Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0200-0210-003599	Road Constr./Maint.	\$1,455,000.00
From	0200-0210-000777	Transfer to Cap. Projects-P487	\$100,000.00
From	0200-0210-000777	Transfer to Cap. Projects-P618	\$55,000.00
From	0200-0210-003550	Asphalt	\$800,000.00
From	0200-0210-003597	Roadway Rehab	\$400,000.00
From	0200-0210-003551	Base & Stabilizer	\$100,000.00

31. Discuss, consider and take appropriate action on approving # 2024213 Service Agreement between Williamson County and Abel Screening, Inc. for the purchase of The Diana Screen Access License and Screening in the amount of \$4,549.00 and authorizing the execution of the Agreement.
32. Discuss, consider, and take appropriate action on awarding RFP #24RFP48 Construction Manager at Risk (CMAR) for Williamson County Expo Center - West Arena, Pavilion, Parking Lot Expansion to Bartlett Cocke General Contractors, LLC and authorize the execution of the agreement. Funding Source is P635.
33. Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024223, with Falkenberg Construction Co., Inc, for Southwest Regional Park Disc Golf Parking Pave for Facilities Management, in the amount of \$419,898.67, pursuant to Cooperative Purchasing – BuyBoard – Contract Number #728-24, and authorize execution of the agreement.
34. Discuss, consider, and take appropriate action on authorizing the extension of contract #23RFP9 Vending Machine Services: Beverages & Snacks, renewal period #1, with Compass Group USA - Canteen for the same pricing, terms and conditions as the existing contract, as detailed in the attached proposal, for the term of October 01, 2024 - September 30, 2025.
35. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Sonterra Boulevard contract between Williamson County and Huitt-Zollars, Inc. relating to the 2023 Road Bond Program.
Project: P685 Fund Source: Road Bonds
36. Discuss, consider and take appropriate action on a purchase contract with Jonah Water Special Utility District to purchase 12.34 AC required for the construction of the E. Wilco Highway segment 3 project (Parcels 82 and 82R). Funding Source: Road Bonds P332
37. Discuss, consider and take appropriate action on the First Amendment to the Interlocal Agreement Between Williamson County, Texas and Jonah Water Special Utility District Regarding the Relocation of Water System Improvements Along FM 3349 (Southeast Loop Segment 3).
38. Discuss, consider and take appropriate action on an Advance Funding Agreement for Surface Transportation Block Grant (STBG) Program and Community Project Funding/Congressionally Directed Spending Program Off System with the State of Texas for the Hero Way project Phase 1A. Funding Source: TANS P588
39. Hear and discuss a presentation regarding Long Range Planning for Williamson County Justice Services.

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)."

40. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties
- a) Discuss the acquisition of real property: CR 332
 - b) Discuss the acquisition of real property for CR 143
 - c) Discuss the acquisition of real property for County Facilities.
 - d) Discuss the acquisition of real property for CR 255.
 - e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
 - f) Discuss the acquisition of real property for future SH 29 corridor.
 - g) Discuss the acquisition of right-of-way for Hero Way.
 - h) Discuss the acquisition of right-of-way for E. Wilco Highway.
 - i) Discuss the acquisition of right-of-way for Corridor A.
 - j) Discuss the acquisition of right-of-way for Corridor B
 - k) Discuss the acquisition of right-of-way for Corridor C.
 - l) Discuss the acquisition of right-of-way for Corridor D.
 - m) Discuss the acquisition of right-of-way for Corridor E.
 - n) Discuss the acquisition of right-of-way for Corridor F
 - o) Discuss the acquisition of right-of-way for Corridor H
 - p) Discuss the acquisition of right of way for Corridor J.
 - q) Discuss the acquisition of right of way for Corridor K.
 - r) Discuss the acquisition of right of way for Corridor I.
 - s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
 - t) Discuss the acquisition of right-of-way for CR 313.
 - u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
 - v) Discuss the acquisition of right of way for CR 314.
 - w) Discuss the acquisition of real property for the Seward Junction Loop
 - x) Discuss the acquisition of real property for CR 110N
 - y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
 - z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- B. Property or Real Estate owned by Williamson County
- Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
 - c) Sale of property located 747 County Rd. 138 Hutto, Texas
 - d) Discuss Blue Springs Blvd. property

41. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

- a) Project Skyfall
- b) Project Soul Train
- c) Project School Bus
- d) Project Lunch Lady

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

a. General:

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

b. Litigation:

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

al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; In the United States District Court for the Western District of Texas, Austin Division
19. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
20. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
21. Cause No. 23-2583-C480; Chauncy Williams v. 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.

- 43.** 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).
- 44.** 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).
- 45.** 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)

- 46.** Discuss and take appropriate action concerning economic development.
- 47.** Discuss and take appropriate action concerning real estate.

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

a. General:

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

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5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
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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
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13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
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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:

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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.

49. 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.

50. Comments from Commissioners.

51. 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 21st day of June 2024 at 2:00 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: 06/25/2024

LIT for the County Courts at Law

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

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Additional funds are needed in transcript, competency hearings and non-custodial mother court appointment lines FY23-24

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misd. Court Appts	\$87,000
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/14/2024 08:38 AM

06/20/2024 09:17 AM

Started On: 06/13/2024 11:55 AM

Commissioners Court - Regular Session

4.

Meeting Date: 06/25/2024

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 the County Judge's office.

Background

Fiscal Impact

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From	0100-0400-003100	Office Supplies	\$1,000.00
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From	0100-0400-003010	Computer Equipment	\$750.00
From	0100-0400-004999	Miscellaneous	\$450.00
To	0100-0400-004231	Travel	\$3,500.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Budget Office

Form Started By: Andrea Schiele

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/20/2024 08:53 AM

06/20/2024 09:17 AM

Started On: 06/18/2024 01:41 PM

Commissioners Court - Regular Session

5.

Meeting Date: 06/25/2024

Line Item Transfer for Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Constable Pct. 1.

Background

The approval of this line item transfer will allow Constable Pct. 1 to purchase a TV and wall mount to monitor the additional security cameras recently installed at the Jester Annex.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005730	RADIO EQ. > \$5,000	\$1,150.00
To	0100.0551.003006	OFFICE EQ. < \$5,000	\$225.00
To	0100.0551.003010	COMPUTER EQUIPMENT < \$5,000	\$925.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Patrick Youngren

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/20/2024 08:45 AM

06/20/2024 09:17 AM

Started On: 06/18/2024 08:02 AM

Commissioners Court - Regular Session

6.

Meeting Date: 06/25/2024

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason

Submitted By: ABIGAIL TAYLOR, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested for the purpose of buying necessary equipment in the Williamson County Jail Kitchen.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003316	Medical/Hospital	\$112,000.00
To	0100.0570.005003	Equipment > \$5000	\$112,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: ABIGAIL TAYLOR

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/14/2024 11:18 AM

06/20/2024 09:17 AM

Started On: 06/14/2024 10:32 AM

Commissioners Court - Regular Session

7.

Meeting Date: 06/25/2024

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 in the amount of \$4,460.00 from Residential Services to Medical Supplies \$1,535.00, Linens and Toiletries \$700.00, Food Services \$1,600.00, Uniforms \$625.00. We are also requesting \$6,930.00 from Professional Services for Pre-Employment Screening \$2,790.00 and Pre-Employment Physical \$4,140.00. We have experienced unexpected expenses in these lines and this transfer should cover expenses through the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	\$4,460.00
To	0100-0576-003200	Medical Supplies	\$1,535.00
To	0100-0576-003009	Linens and Toiletries	\$700.00
To	0100-0576-003306	Food Service	\$1,600.00
To	0100-0576-003311	Uniforms	\$625.00
From	0100-0576-004100	Professional Services	\$6,930.00
To	0100-0576-004705	Pre-Employment Screening	\$2,790.00
To	0100-0576-004718	Pre-Employment Physical	\$4,140.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Denise Carlson

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/20/2024 10:15 AM

06/20/2024 10:58 AM

Started On: 06/20/2024 09:07 AM

Commissioners Court - Regular Session

8.

Meeting Date: 06/25/2024

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 in the amount of \$20,356.00 from Residential Services to Computer Equipment >\$5,000.00 to purchase Guardian RFID equipment. Juvenile Services has worked with the Williamson County IT Department to evaluate and choose a new upgraded security system for the facility that will provide enhanced monitoring and safety for our residents.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	\$20,336.00
To	0100-0576-005740	Computer Equipment > \$5,000.00	\$20,336.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Denise Carlson
Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt
Saira Hernandez

Date

06/20/2024 10:22 AM
06/20/2024 10:58 AM
Started On: 06/20/2024 10:01 AM

Commissioners Court - Regular Session

9.

Meeting Date: 06/25/2024

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: 06/20/2024

Reviewed By

Rebecca Clemons
Becky Pruitt

Date

06/20/2024 09:01 AM
06/20/2024 09:42 AM
Started On: 06/20/2024 08:27 AM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Clerk	Deputy County Clerk.0650.001100.	16945	\$42,003.25	\$1,260.11	3.00	\$43,263.36		MERIT	5-Jul-24
Emergency Medical Services	EMS Paramedic.0818.001100.	16613	\$44,488.83	\$1,779.54	4.00	\$46,268.37		MERIT	5-Jul-24
Emergency Medical Services	Emergency Medical Tech.0858.001100.	16604	\$36,524.57	\$1,460.99	4.00	\$37,985.56		MERIT	5-Jul-24
Emergency Medical Services	EMS Paramedic.0869.001100.	16616	\$44,488.83	\$1,779.54	4.00	\$46,268.37		MERIT	5-Jul-24
Juvenile Grant	Counselor II Grant.1665.001100.	16677	\$57,902.52	\$1,737.06	3.00	\$59,639.58		MERIT	5-Jul-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0403	001100	1260.11	
01	0100	0403	002010	96.4	
01	0100	0403	002020	202.25	
01	0100	8002	001130		1260.11
01	0100	8002	002010		96.4
01	0100	8002	002020		202.25
01	0100	0540	001100	5020.07	
01	0100	0540	002010	384.04	
01	0100	0540	002020	805.72	
01	0100	8004	001130		5020.07
01	0100	8004	002010		384.04
01	0100	8004	002020		805.72
01	0100	0576	001100	1737.06	
01	0100	0576	001130		1737.06
01	0100	0576	001130	1815.74	
01	0100	0576	001130		1815.74

Reverse duplicate spreadsheet entry PCN1036

Reverse duplicate spreadsheet entry PCN1036

Commissioners Court - Regular Session

10.

Meeting Date: 06/25/2024

Amendment to Bluebonnet Trails Community Services Agreement for ARPA funds Original Agreement March 5, 2024

Submitted For: Julie Kiley

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to amend the American Rescue Plan Act (ARPA) subrecipient agreement with Bluebonnet Trails Community Services for Primary Care Integration, Diversion Center Expansion, Withdrawal Management and Adult Respite Safety.

Background

This agreement was originally approved on March 5, 2024. An error was made on Appendix A reflecting the funding for the Safety Enhancements at Adult Crisis Respite Unit as \$10,000 and it should have been \$20,000. This does not change the amount of the agreement it only corrects Appendix A.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment to Bluebonnet Trails Agreement Primary Care Integration Diversion Center Expansion Withdrawal Management and Adult Respite Safety

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 09:43 AM

Started On: 06/20/2024 09:20 AM

**AMENDMENT TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND BLUEBONNET TRAILS COMMUNITY SERVICES
FOR PRIMARY CARE INTEGRATION, DIVERSION CENTER
EXPANSION, WITHDRAWAL MANAGEMENT AND
ADULT RESPITE SAFETY**

THIS AMENDMENT to Subrecipient Agreement is made and entered into by and between Williamson County, Texas (“County”) and Bluebonnet Trails Community Services (“Subrecipient”), both being political subdivision of the State of Texas (collectively referred to as “Parties”).

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and Bluebonnet Trails Community Services for Primary Care Integration, Diversion Center Expansion, Withdrawal Management and Adult Respite Safety [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] (“Agreement”), which became effective as of March 5, 2024;

WHEREAS, it has become necessary to amend the Agreement due to a modification to Appendix A - Scope of Services that was attached to the Agreement;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENTS

1. Appendix A - Scope of Services

Appendix A - Scope of Services that was attached to the original Agreement shall be amended and supplanted, in its entirety, by the Appendix A - Scope of Services attached hereto and incorporated herein.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

3. 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, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS
(County)

BLUEBONNET TRAILS COMMUNITY
SERVICES (Subrecipient)

By: _____

By:  _____

Printed Name: _____

Printed Name: Andrea Richardson

Title: As Presiding Officer,
Williamson County
Commissioners Court

Title: Chief Executive Officer

Date: _____, 20__

Date: June 19, 2024

APPENDIX A – Scope of Services
 BLUEBONNET TRAILS COMMUNITY SERVICES
 FOR PRIMARY CARE INTEGRATION, DIVERSION CENTER EXPANSION, WITHDRAWAL
 MANAGEMENT AND ADULT RESPITE SAFETY

Major activities of this investment are to improve the wellbeing and safety of persons and/or community. SUBRECIPIENT commits to the following.

Primary Care Integration with Health – Purchase of medical equipment for Round Rock, Jarrell, and Cedar Park locations.

Round Rock		Jarrell		Cedar Park		Taylor	
EKG	\$3,000	EKG	\$3,000	EKG	\$3,000	ECW Tablet	\$1,000
Ophthalmoscope & Oscope + Tips	\$1,450	ECW Tablet	\$1,000	ECW Tablet	\$1,000	EKG	\$3,000
Exam Table + Supplies	\$9,000	Freezer	\$200	Tele-video Station	\$1,000		
Well Women's Supplies	\$1,000						
Pedi Scale	\$500						
Pedi Exam Table	\$1,000						
ECW Tablet	\$1,000						
Refrigerator + Freezer	\$1,500						
Subtotal:	\$18,450	Subtotal:	\$4,200	Subtotal:	\$5,000	Subtotal:	\$4,000
Cumulative Total:	\$31,650						

Diversion Center Expansion – Expanding access to allow Subrecipient to serve up to fourteen (14) individuals at a time. The cumulative total for the following activities is \$227,000. Major activities will include:

- Construction of an additional bathroom and seating areas to meet expansion criteria and standards of Texas Health and Human Services for 23-Hour Observation Units.
- Addition of walkway connecting Diversion Center and Adult Crisis Respite Units.
- Purchase of metal detecting wands to increase safety of participants and staff.
- Monitor and storage for security camera feed.
- Fencing of patio at Diversion Center to allow outside crisis management, when clinically appropriate.
- Additional evidenced-based training for Diversion Center staff.

Withdrawal Management – Equipment and supplies for personal withdrawing from addition. The cumulative total for the improvements to this program is \$10,000.

Safety Enhancements at Adult Crisis Respite Unit – Safety enhancements for improved safety of patients and program staff. The cumulative total for the following activities is \$20,000. Major activities will include:

- Safety enhancements in the dining room and the kitchen space.
- Safety enhancements of building access, with conversion of all exterior doors to badge access controlled.

Commissioners Court - Regular Session

11.

Meeting Date: 06/25/2024

Greater Round Rock West Neighborhood Assoc Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Mike Gleason

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Greater Round Rock West Neighborhood Association for off duty contracting of County Sheriff Deputies to be effective July 4, 2024. (Traffic control for July 4th parade)

Background

This agreement gives permission for Greater Round Rock West Neighborhood Association to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for traffic control. City of Round Rock Police Department is unable to cover this job. The parade line up will be at 6:00 p.m. at 705 Saint Williams Ave, Round Rock and will conclude at 500 Round Rock West Dr. in Round Rock around 7:30 p.m.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Greater RR West Neighborhood Assoc

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 08:54 AM

Started On: 06/18/2024 03:53 PM

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

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

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

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

4. The term of this AGREEMENT shall begin on July 4, 2024 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Greater Round Rock West Neighborhood Assoc

Signature: Maribeth Ray

Printed Name: Maribeth Ray

Title: President

Date: June 17, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: June 18, 2024

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

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

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

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

Commissioners Court - Regular Session

12.

Meeting Date: 06/25/2024

Approval of Interlocal Agreement with the Williamson County Appraisal District (WCAD) and Williamson County for the Purchasing Department

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing an Interlocal Agreement between Williamson County and Williamson County Appraisal District (WCAD) pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 -- 791.030 and authorize the execution of the agreement.

Background

The Interlocal Agreement will allow for the purchasing of certain materials, goods or services the through agreement with the Williamson County Appraisal District (WCAD). A Texas Ethics form 1295 is not required as the appraisal district is a political subdivision of the state that is governed by a board of directors. The point of contact is Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Interlocal Agreement with WCAD

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 06/20/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/19/2024 11:09 PM
06/20/2024 08:47 AM
Started On: 06/18/2024 08:16 AM

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND WILLIAMSON COUNTY APPRAISAL DISTRICT**

This Interlocal Agreement (the "Agreement") is made and entered by and between Williamson County, Texas ("County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, and Williamson County Appraisal District ("WCAD"), and pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§791.001 – 791.030. County and WCAD are referred to herein collectively as "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County desires WCAD's assistance in purchasing certain materials, goods or services and WCAD desires the County's assistance in purchasing certain materials, goods or services;

WHEREAS, the County and WCAD currently purchase certain materials, goods, and services from various businesses ("Vendors") under executed County and WCAD contracts;

NOW THEREFORE, the County agrees to allow WCAD to utilize its current contracts and the County agrees to allow WCAD to utilize its current contracts in order to increase the efficiency and effectiveness of government.

TERMS

- I. Each Party agrees to supply the other Party with information concerning contracts each Party currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the Party currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate a Party to purchase any materials, goods, or services from any particular Vendor. A Party shall not, under any circumstances, be obligated to procure any materials, goods, or services for the other Party nor to include the other Party in any procurement effort. Each Party reserves the right, in its sole discretion, to terminate any or all of its contracts with any Vendor(s) without the prior written notice or approval of the other Party. Neither Party owes the other Party any obligation whatsoever for the use of its contracts. Neither Party owes compensation to the other Party for the use of its current executed contracts. Neither Party shall enter into any contract allowing any third party including, but not limited to other municipalities, agencies, departments, counties, cooperative purchasing organizations or other governmental entities, the use of the other Party's contracts through the utilization of this Agreement.

- II. Each Party requesting Vendor to supply materials, goods, or services (the "Requesting Party") under an executed contract from the other Party ("Contracting Party") will enter into a contract with the Vendor. Each Vendor, in its own discretion, must agree to allow the Requesting Party to purchase materials, goods, or services under the contract between the Vendor and the Contracting Party. Each Party understands that all the materials, goods, or services procured using the other Party's executed contract shall be procured by the Party in accordance with all applicable federal, state, and local

laws, rules, regulations, or ordinances, including but not limited to the County Purchasing Act Tex. Loc. Gov't Code §§ 262.021, *et. seq* as amended.

- III. Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by the Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the Requesting Party shall be handled between the Requesting Party and Vendor. Vendors shall bill the Requesting Party directly for all materials, goods, or services ordered by it. The Requesting Party understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to Chapter 2251 of the Texas Local Government Code.
- IV. **EACH PARTY SHALL BE RESPONSIBLE FOR ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY'S EMPLOYEES, OFFICIALS, AGENTS OR SUBCONTRACTORS ARISING OUT OF OR UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE PARTY OR ITS EMPLOYEES, OFFICIALS, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH IT EXERCISES CONTROL.**
- V. Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.
- VI. This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to this Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to this Agreement is in a state or federal court of competent jurisdiction in Williamson County.
- VII. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall not be effective except a subsequent written modification signed by both Parties. However, any alternations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.
- VIII. The term of this Agreement shall commence upon approval of all Parties and shall run for the next consecutive twelve (12) months. The Agreement shall automatically renew each year unless terminated.
- IX. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other Party to this Agreement. The obligations of the Requesting Party to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligations incurred under the Contracting Party's contracts, until performed or discharged by the Requesting Party.
- X. Any notice required to be given under the provisions of this Agreement shall be in writing

and shall be duly served when it shall have been personally delivered to the address below, or mailed, with proper postage prepaid thereon, and duly registered or certified, return receipt requested, addressed to the County or WCAD 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 Agreement, all notices shall be delivered to the following addresses:

a. To Williamson County:

Williamson County
Attn: County Judge
710 Main Street
Georgetown, Texas 78626

b. To Williamson County Appraisal District:

Williamson County Appraisal District
625 FM 1460
Georgetown, Texas 78626-8050

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

- XI. If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.
- XII. The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

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

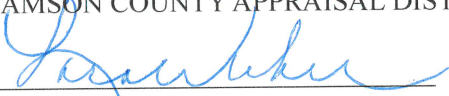
SIGNATURES TO FOLLOW

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

WILLIAMSON COUNTY APPRAISAL DISTRICT

By: 
Lora Weber, Vice Chairman

Date Signed: 6/13/24

Commissioners Court - Regular Session

13.

Meeting Date: 06/25/2024

Approval of Annual Subscription for Advantage Program with ESRI 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 #2024216 between Williamson County and Environmental Systems Research Institute, Inc (ESRI) for an annual subscription for the Advantage Program, in the amount of \$74,857.25, pursuant to DIR cooperative contract #DIR-CPO-4699 and authorize execution of quote.

Background

Approval of this item will help the GIS Department be more efficient in rolling out county solutions while maintaining industry best practices for Williamson County Information Systems. Funding Source is 01.0100.0503.004100 for FY24. Department contact is George Strebel.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ESRI Quote

Form 1295 ESRI

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 06/20/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/19/2024 10:29 PM

06/20/2024 08:11 AM

Started On: 06/06/2024 08:57 AM



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/22/2024 To: 8/20/2024

Quotation # [REDACTED]

Date: May 22, 2024

Customer # 337154 Contract # DIR-CPO-4699

County of Williamson
 Information Technology Dept
 301 Se Inner Loop Ste 105
 Georgetown, TX 78626-8207

ATTENTION: George Strebel
 PHONE: 512-943-1474
 EMAIL: gstrebel@wilco.org

Material	Qty	Term	Unit Price	Total
144584	1	Year 1	\$74,857.25	\$74,857.25

Esri Advantage Program: 50 Learning and Service Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Advisor hours; Quarterly Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

Subtotal:	\$74,857.25
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$74,857.25

This quote is subject to the terms and conditions of the State of Texas contract DIR-CPO-4699, Esri contract 00298018.0 with the State of Texas. Please reference the contract on your Purchase Order; no other terms shall apply.

In accordance with Section 10.12(D) of Appendix A of the DIR Contract No. DIR-CPO-4699 (Esri Agreement No. 00298018.0), Esri requests countersignature of the attached "Texas DIR-CPO-4699 Customer Addendum to Purchase Order." Please include the countersigned addendum within your purchase order in order for Esri to process the order.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jacob Blind	Email: jblind@esri.com	Phone: 8801 x8801
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

BLINDJ

This offer is limited to the terms and conditions incorporated and attached herein.

Texas DIR-CPO-4699 Customer Addendum to Purchase Order (the "LOL Addendum")

Pursuant to Section 12(c) of DIR Contract No. DIR-CPO-4699 (the "DIR Contract"), **Environmental Systems Research Institute, Inc. ("Esri" or "Successful Respondent")** and the **State of Texas, acting by and through the Department of Information Resources ("DIR")** have agreed to authorized exceptions to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract.

WHEREAS, Esri and DIR have agreed Esri and a Customer may include in a Purchase Order a term limiting Esri's liability to Customer for damages in any claim or cause of action arising under or related to such Purchase Order and to limit Esri's liability to Customer for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract, provided such terms may only be valid if stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order; and

WHEREAS, Customer is procuring Esri Offerings or Services from Esri under the DIR Contract as a Customer and the parties wish to further limit Esri's liability to the Purchase Order this LOL Addendum is attached to or referenced therein;

NOW THEREFORE, the parties agree to the following:

1. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
2. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the DIR Contract, except as allowed by subsection 10.12(D) of the DIR Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.
3. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract shall not exceed (i) \$1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included pursuant to Section 10.12(B) of the DIR Contract. CUSTOMER HAS CONSULTED WITH LEGAL COUNSEL AND CAREFULLY CONSIDERED POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR THIS PURCHASE ORDER.
4. The term of this LOL Addendum will commence on the final signature date between the parties below and shall remain in effect until the expiration or termination of the DIR Contract.

[INTENTIONAL BLANK]

The parties may sign this LOL Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This LOL Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this LOL Addendum by signing below:

Accepted and Agreed:

(Customer)

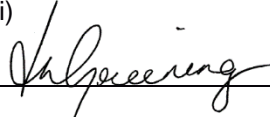
By: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By:  _____

Printed Name: Tamisa Greening _____

Title: Director, Contracts and Legal _____

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.
 Environmental Systems Research Institute, Inc.
 Redlands, CA United States

Certificate Number:
 2024-1171050

Date Filed:
 06/04/2024

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

Date Acknowledged:
 06/06/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2024216
 ESRI Q-522896 Advantage Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jack and Laura, Dangermond Trust	Redlands, CA 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**

Certificate Number:
 2024-1171050

Date Filed:
 06/04/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Environmental Systems Research Institute, Inc.
 Redlands, CA United States

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.
 2024216
 ESRI Q-522896 Advantage Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jack and Laura, Dangermond Trust	Redlands, CA United States	X	

5 Check only if there is NO Interested Party.

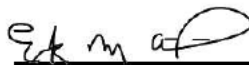
6 UNSWORN DECLARATION

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

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

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

Executed in San Bernardino County, State of California, on the 5th day of June, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

14.

Meeting Date: 06/25/2024

Approve Contract for Services for Hose Bib Replacement at River Ranch RV Sites with Falkenberg Construction Co., Inc. for Parks and Recreation

Submitted For: Joy Simonton

Submitted By: Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Services #2024222 with Falkenberg Construction Co., Inc. for Hose Bid Replacement at River Ranch RV Sites for Parks and Recreation in the amount of \$73,985.90 pursuant to BuyBoard Contract #728-24, and authorize execution of this agreement.

Background

This Contract for Services attached between Williamson County and Falkenberg Construction Co., Inc. related to the Hose Bid Replacement at the River Ranch RV sites, located at 2100 County Road 279, Liberty Hill, TX 78642. Funding Source is 01.0100.3107.004510. Point of Contact is Keith Geer.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Contract Falkenberg
1295 Falkenberg Redacted

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 06/20/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/19/2024 10:57 PM
06/20/2024 08:41 AM
Started On: 06/14/2024 10:28 AM

**WILLIAMSON COUNTY
SERVICE CONTRACT
FALKENBERG CONSTRUCTION CO., INC.**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Falkenberg Construction Co., Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal being marked as **Exhibit “A,”** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”**. The not-to-exceed amount shall be Seventy-Three Thousand Nine Hundred Eighty-Five Dollars and Ninety Cents (\$73,985.90).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

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

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

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. As described in the attached Proposal, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract (BuyBoard Contract # 728-24); and
- C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

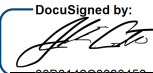
WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature

FALKENBERG CONSTRUCTION CO., INC.

DocuSigned by:


County Judge/Presiding Officer

Authorized Signature

Date: _____, 20____

John E. Castro

Printed Name

Date: June 13, 2024

**Exhibit “A”
Quote/Proposal**



May 28, 2024

Williamson County Parks

219 Perry Mayfield
 Leander, TX 78641

Proposal No.: 557.24 R3
Reference: River Ranch RV Sites – Hose Bib Replacement
Contract No.: Buy Board 728-24
Attention: Keith Geer

We propose to furnish labor, material and equipment for the River Ranch RV Sites – Hose Bib Replacement project for the sum as follows:

Proposal Breakdown		
RS Means Cost		\$73,654.45
Coefficient	0.98	\$1,473.09
Sub Total		\$72,181.36
Bond	2.5%	\$1,804.53
PROPOSAL TOTAL		\$73,985.90

Seventy-Three Thousand Nine Hundred Eighty-Five and 90/100----- Dollars

I. Documents:

A. Drawing Numbers:

B. Specifications:

II. Scope of Work: ***Pricing Based On Replacing All (25) Hose Bibs Within (1) Phase***

- Mobilize mini excavator and skid steer to site
- Excavate (25) RV sites 3'x3'x5' depth to expose
- Replace (25) frost proof hose bibs and replace with standard heavy duty hose bibs
 - Bolted coupling at connection to pvc
 - Heavy duty vacuum breaker
 - 24" – 36" galvanized riser
 - Provide hose bib wye and freeze mister to park staff for use when freezing temperatures occur
- Backfill hose bib 6" thick with gravel
- Backfill excavation with onsite material
- Haul excess spoils offsite
- Install cedar fence posts to add structural stability to hose bibs
- Daily Cleaning
- Final Clean

III. Exclusions:

- Sales tax, overtime, permit fees
- Any work outside of scope
- The relocation, removal, identification or rerouting of existing underground or overhead obstructions that may be in the way of new construction items

IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.

Kady Williams
 Construction Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.
 Falkenberg Construction Co., Inc.
 Grand Prairie, TX United States

Certificate Number:
 2024-1175660

Date Filed:
 06/14/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2024222
 Hose Bib Replacement - River Ranch RV Sites

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address _____
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 14 day of June, 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.
 Falkenberg Construction Co., Inc.
 Grand Prairie, TX United States

Certificate Number:
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Date Filed:
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2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County Facilities Management

Date Acknowledged:
 06/14/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 557-24 R3
 River Ranch RV Sites - Hose Bib Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

15.

Meeting Date: 06/25/2024

Approval of Contract for Construction with Aggieland Construction, LLC, for Jester Annex Tax Office Drive Through Lanes for Facilities Management.

Submitted For: Joy Simonton

Submitted By: Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval for Contract for Construction with Aggieland Construction, LLC, for Jester Annex Tax Office Drive Through Lanes for Facilities Management, and authorize execution of the agreement..

Background

This Contract for Construction between Williamson County and Aggieland Construction, LLC, relates to the Jester Annex Tax Office Drive Through Lanes, located at 1801 E Old Settlers Blvd, Round Rock, TX 78664. Detailed Scope of Work is attached. Funding Source is 01.0517.0499.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract for Construction
Form 1295 - Aggieland Construction, LLC

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Stacian Williams
Final Approval Date: 06/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/19/2024 10:39 PM
06/21/2024 10:55 AM
Started On: 06/12/2024 11:06 AM



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

PROJECT: Jester Annex Tax Office Drive Through Lanes (“Project”)

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

**ARCHITECT
& ENGINEER:** Williamson County Architect (“A/E”)
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

**COUNTY’S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS CONTRACT FOR CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **Jester Annex Tax Office Drive Through Lanes** (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 (“UGC’s”), 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 **seventy (70) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

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

3.2.1

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

3.2.2

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

3.2.3

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

ARTICLE 4 THE CONTRACT SUM

4.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Five Thousand Eight Hundred Thirty-Four Dollars (\$5,834.)**.

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 **Five Hundred Eight Three Dollars (\$ 583.)** 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:

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

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision,

or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

GC's designated project execution team is as follows:

Project Manager: Kyle Maas
Project Superintendent: Mitch Isbell

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

ARTICLE 8 NOTICE

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

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

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

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

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

Attention: Britt Jones
CEO

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

ARTICLE 9 DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.

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

9.2 Suspension.

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

9.3 Termination.

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

9.3.1

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

9.3.2

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.

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

10.2 No Waiver of Immunity.

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

10.3 Governing Law.

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

10.4 Assignment.

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

10.5 Other Provisions.

10.5.1

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

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

ARTICLE 11 SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1

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

11.2

The following documents comprise the Contract Documents:

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

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

11.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

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

**ARTICLE 12
SIGNATORY WARRANTY**

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Aggieland Construction, LLC.

COUNTY:
Williamson County, Texas

By: Britt Jones
Signature

By: _____
Signature

Britt JOnes
Printed Name

Printed Name

CEO
Title

Title

Date Signed: 5-15-2024

Date Signed: _____

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

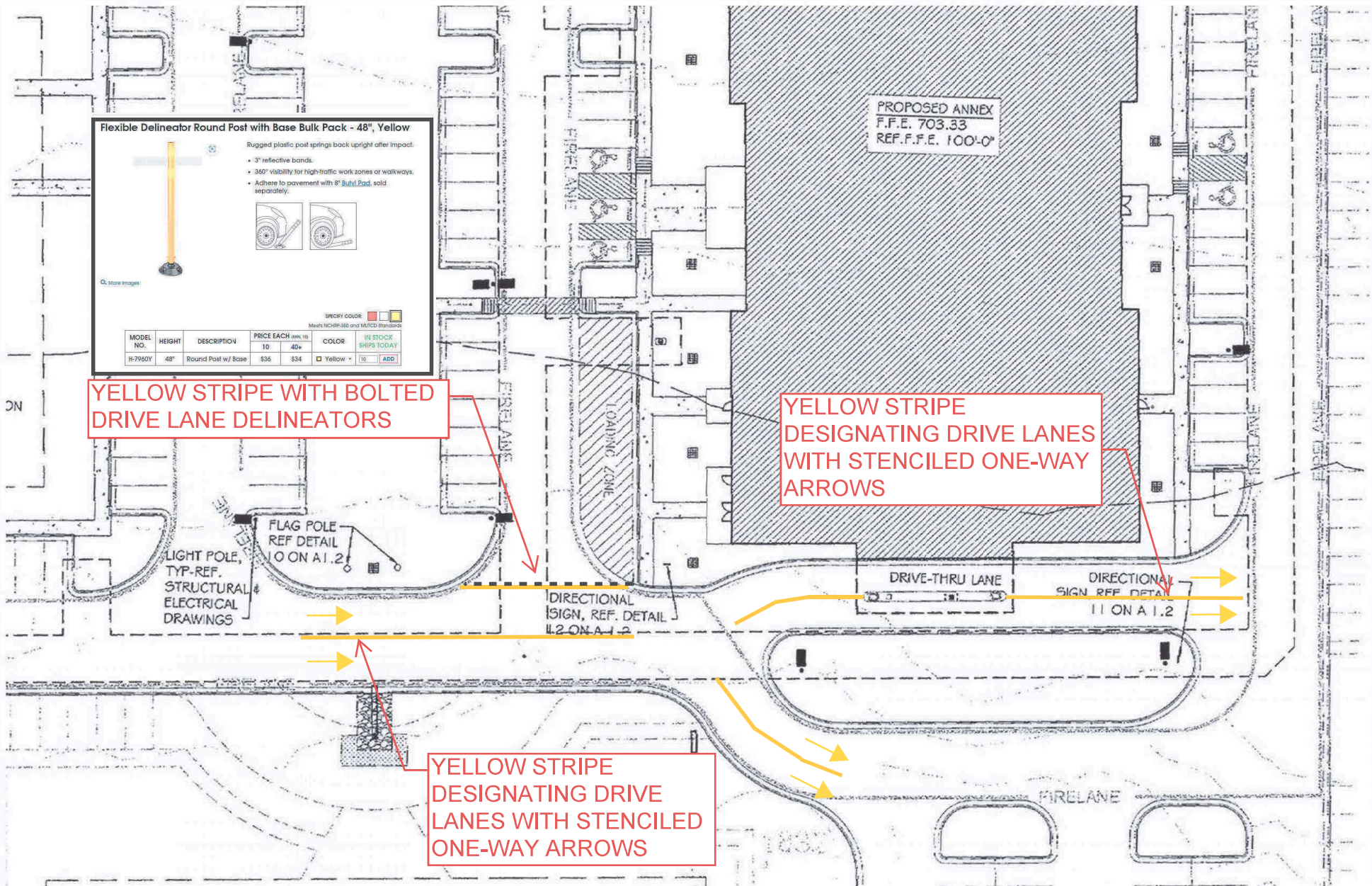
General Conditions

- **Supervision**
- **Haul off of trash**
- **Clean up**
- **Fuel**
- **Equipment**

Existing Conditions

- **Provide and install new pavement markings per drawings.**
- **Includes layout**
- **Includes 4" yellow and arrows in traffic paint**
- **Provide and install 10 delineators per drawings**
- **Includes mobilization and demobilization**

JESTER ANNEX TAX OFFICE DRIVE-THRU LANE IMPROVEMENTS



YELLOW STRIPE WITH BOLTED DRIVE LANE DELINEATORS

YELLOW STRIPE DESIGNATING DRIVE LANES WITH STENCILED ONE-WAY ARROWS

YELLOW STRIPE DESIGNATING DRIVE LANES WITH STENCILED ONE-WAY ARROWS

FLAG POLE
REF DETAIL
10 ON A 1.2

LIGHT POLE,
TYP. REF.
STRUCTURAL
ELECTRICAL
DRAWINGS

DIRECTIONAL
SIGN, REF. DETAIL
11 ON A 1.2

DRIVE-THRU LANE

DIRECTIONAL
SIGN, REF. DETAIL
11 ON A 1.2

FIRELANE

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 maintenance 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
Aggregate policy limits:	\$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
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Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000

Aggregate policy limits No aggregate limit

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

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

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

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

D. Workers' Compensation Insurance Coverage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such 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**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 CLAIMS AND DISPUTES**

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

2.6.2

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

2.6.3

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

2.6.4

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

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1

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

3.1.2

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

3.1.3

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

- .3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. 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-Authority (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.



PO Box 271

Wellborn, TX 77881

Bids@aggielandconstruction.com

Proposal

Project: Jester Tax Office Drive Thru Lanes

Client: WILCO

Project Location: Jester, TX

Date: May 13, 2024

Dear Mr. Daryl Mutz,

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

SCOPE INCLUSIONS:

General Conditions

- Supervision
- Haul off of trash
- Clean up
- Fuel
- Equipment
- Insurance

Existing Conditions

- Provide and install new pavement markings per drawings.
- Includes layout
- Includes 4" yellow and arrows in traffic paint
- Provide and install 10 delineators per drawings
- Includes mobilization and demobilization

CLARIFICATIONS:

- Pricing assumes work will be scheduled in an efficient manner with minimal mobilizations and will be uninterrupted once begun
- Pricing includes for the receipt and completion of a single punch list
- Parking/staging area to be provided on site by owner

EXCLUSIONS:

- Anything not specifically mentioned in above scope of work.
- Sales Tax
- Painting of ADA ramps
- Any signage other than whats called out
- Concrete work of any kind
- Landscape/hardscape
- Bond
- Permitting
- Testing of any kind
- Engineering and Design
- Abatement
- Handling or removal of any hazardous material
- Overtime
- Liquidated damages

Proposed Price: \$5,834.00

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



Megan Jones

_____ 5/13/2024

Date

Authorized Signature

Date

*HUB certification #1465359949900

*JOC TAMU/SSC Service Solutions

*JOC Choice Partners #21/039MR -01

*Prices are good for 30 days

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1162039

Date Filed:
05/15/2024

Date Acknowledged:

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

Aggieland Construction LTD
College Station, TX United States

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

Williamson County

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

21-039MR-01
Jester Annex Tax Office Drive Through Lanes; Construction Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jacob Duncan, and my date of birth is [REDACTED].

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

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

Executed in Brazos County, State of TX, on the 15 day of May, 2024.
(month) (year)

Jacob Duncan
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Aggieland Construction LTD
College Station, TX United States

Certificate Number:
2024-1162039

Date Filed:
05/15/2024

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

Date Acknowledged:
06/12/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
21-039MR-01
Jester Annex Tax Office Drive Through Lanes; Construction Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

16.

Meeting Date: 06/25/2024

Approval of Service Contract with Parsons Commercial Roofing, Inc., for Roof Repairs at various locations for Facilities Management.

Submitted For: Joy Simonton

Submitted By: Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Contract, #2024220, with Parsons Commercial Roofing, Inc., for Roof Repairs at various locations for Facilities Management, in the amount of \$8,400.00, pursuant to Cooperative Purchasing – TIPS 211001, and authorize execution of the agreement.

Background

This Service Contract between Williamson County and Parsons Commercial Roofing, Inc, relates to Roof Repairs at Central Maintenance located at 3151 SE Innerloop, Georgetown, TX, Sheriff's Office Training located at 8160-Chandler Rd, Hutto, TX and Tax Office located at 904 S. Main Street, Georgetown, TX. Detailed Scope of Work is attached. Funding Source is 01.0100.0509.004510. Point of contact is Shantil Moore.

Fiscal Impact

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

Attachments

Service Contract
Form 1295 - Parsons Commercial Roofing, Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/19/2024 10:41 PM
County Judge Exec Asst.	Becky Pruitt	06/20/2024 08:35 AM
Form Started By: Stacian Williams		Started On: 06/13/2024 09:39 AM
Final Approval Date: 06/20/2024		

**WILLIAMSON COUNTY
SERVICE CONTRACT**
Parsons Commercial Roofing

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between Williamson County, Texas (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Parsons Commercial Roofing, Inc. (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quotes being marked as **Exhibit “A,”** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit “A”. The not-to-exceed amount shall be Eight Thousand Four Hundred Dollars (\$8,400.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

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

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. As described in the attached Quotes, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract (TIPS 211001); and
- C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Parsons Commercial Roofing
Name of Service Provider



Authorized Signature

Stuart Parsons
Printed Name

Date: June 12, 2024

Exhibit "A"
Quote/Proposal



Williamson County
3101 SE Inner Loop
Georgetown, TX
Vinnie Mastellone
512-943-1599
facilities@wilco.org

June 3, 2024

Property Name: Tax Office
Location: 904 S. Main Street, Georgetown, TX

Scope of Work:

1. Caulk Corner 10-12ft. (See Photo)
2. Clean up and haul off all debris/materials
3. Includes all Workman Compensation & General Liability Insurance

TIPS # 211001

Total: 1750.00
(No Tax)

Roger Parsons
Roof Consultant
254-227-1089

Printed Name

Title

Signature

Date





**Williamson County
3101 SE Inner Loop
Georgetown, TX
Vinnie Mastellone
512-943-1599
facilities@wilco.org**

June 3,2024

Property Name: Sheriffs Office Training
Location: 8160-Chandler Rd, Hutto, TX

Scope of Work:

- 1. Water test hallway office #108
- 2. Recaulk around A/C legs over excercise room.
- 3. Clean up and haul off all debris/materials
- 4. Includes all Workman Compensation & General Liability Insurance

TIPS # 211001

Total: 3,150.00
(No Tax)

Roger Parsons
Roof Consultant
254-227-1089

Printed Name

Title

Signature

Date



Williamson County
3101 SE Inner Loop
Georgetown, TX
Vinnie Mastellone
512-943-1599
facilities@wilco.org

June 3, 2024

Property Name: Central Maintenance
 Location: 3151 SE Innerloop, Georgetown, TX

Scope of Work:

1. Clean out 330 ft of gutters and downspouts (both sides of building.)
2. Reattach 1 downspout wall
3. Recaulk joints in gutters on both sides
4. Clean up and haul off all debris/materials
5. Includes all Workman Compensation & General Liability Insurance

TIPS # 211001

Total: 3500.00
 (No Tax)

Roger Parsons
 Roof Consultant
 254-227-1089

 Printed Name

 Title

 Signature

 Date

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

Certificate Number:
2024-1175176

Date Filed:
06/13/2024

Date Acknowledged:

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

Parsons Commercial Roofing
Lorena , TX United States

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

Williamson County

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

2024220
Roof repairs at various locations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Williamson County	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Stuart Parsons, and my date of birth is [REDACTED].

My address is [REDACTED], Clifton, TX, 76634, Bosque.
(street) (city) (state) (zip code) (country)

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

Executed in Falls County, State of Texas, on the 13 day of June, 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.
Parsons Commercial Roofing
Lorena , TX United States

Certificate Number:
2024-1175176

Date Filed:
06/13/2024

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

Date Acknowledged:
06/13/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024220
Roof repairs at various locations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Williamson County	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

17.

Meeting Date: 06/25/2024

Approval of Purchase and Service Contract with Viking Fence Co., Ltd, acting by and through Viking GP, LLC, for Fence Repair at Round Rock B for Facilities Management.

Submitted For: Joy Simonton

Submitted By: Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Purchase and Service Contract, #2024221, with Viking Fence Co., Ltd, acting by and through Viking GP, LLC, for Fence Repair at Round Rock B for Facilities Management, in the amount of \$9,062.50, pursuant to Cooperative Purchasing – TIPS 210205, and authorize execution of the agreement.

Background

This Purchase and Service Contract between Williamson County and Viking Fence Co., Ltd, acting by and through Viking GP, LLC, relates to Fence Repair at Round Rock B located at 211 Commerce Cove, Round Rock, Tx. Detailed Scope of Work is attached. Funding Source is 01.0100.1006.004510. Point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Purchase and Service Agreement
Form 1295 - Viking Fence Co., Ltd

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Stacian Williams
Final Approval Date: 06/20/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/19/2024 10:51 PM
06/20/2024 08:39 AM
Started On: 06/13/2024 01:59 PM

WILLIAMSON COUNTY
PURCHASE AND SERVICES CONTRACT
(Viking Fence Co., Ltd)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PURCHASE AND SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Viking Fence Co., Ltd, acting by and through Viking GP, LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain goods and services pursuant to the following terms, conditions, and restrictions:

I.

Goods and Services: Service Provider shall provide goods and services *as an independent contractor* pursuant to the terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The goods and services include the items described in the attached Quotes being marked as **Exhibit A**.

Should the County choose to add goods and services in addition to those described, such additional goods and services shall be described in a separate written amendment to this Contract wherein the additional goods and services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods and services. Service Provider shall not begin any additional services or provide any additional goods and the County shall not be obligated to pay for any additional good or services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below (“Effective Date”) and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project

Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **one (1) month** from the Effective Date, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A,” this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on the amount set forth in **Exhibit A**.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

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

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

COVERAGE	PER PERSONPER OCCURRENCE	
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

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

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

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND

SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

VIII.

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

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and good actually received.

X.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

XI.

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

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. This Contract;
- B. Cooperative Purchasing Contract (TIPS 210205);
- C. The attached Quote being marked as **Exhibit A**; and
- D. Insurance certificates evidencing coverages required herein.

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

XXII.

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

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

WILLIAMSON COUNTY:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 2024

SERVICE PROVIDER:

Viking Fence Co., Ltd.,
acting by and through Viking CP, LLC

April Bazan
Authorized Signature

April Bazan
Printed Name

Date: June 16, 2024

EXHIBIT A



Viking Fence Co., Ltd.

9602 Gray Blvd.
Austin, Texas 78758
(512) 837-6411, 1-800-252-8117

Dallas Branch
2975 Industrial Lane
Garland, TX 75041
(972) 293-1265, (214) 501-3538 (fax)

Tips Contract # 210205

Customer:

WILCO- Christi Stromberg
3151 SE Inner Loop,
Georgetown, TX 78626
Ph. 512-
CStromberg@wilco.org

Job Site Address: 211 Commerce Cove, Round Rock, Tx

Date: 5-1-24

Description:

Furnish and install 242' of 4' Commercial Chain Link Fence with (1) Walk Gate..... \$ 9,062.50

Materials: 4' (9 GA) Chain Link, SCD40 2 7/8" Terminal Post, SCD40 1 7/8" Line Post, and bss 1 5/8" Top Rail.

Plus Sales Tax if Applicable.

Proposal price based on one mobilization, Additional mobilization add \$900.00 / Mobilization.

All fence lines to be clear of all obstructions, and is to be done by others.

All fence corners, lines, gates, and end posts, to be clearly staked, or marked, by other before mobilization of fence crew.

Structural engineering, if needed, provided by others

Access Control bids are on separate proposal.

Customer Authorization: _____ Date: _____

Customer Name (please print): _____

Email: _____

We appreciate your business. Thank you.

Dan Cullison

Viking Fence Co, Ltd

Sr. Project Manager

Phone: 512-826-7543

Email: dan@vikingfence.com

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.

Viking Fence Co., LTD
Austin, TX United States

Certificate Number:
2024-1176576

Date Filed:
06/17/2024

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

Williamson County

Date Acknowledged:

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

2024221
fence repair at round rock b

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 April Bazan, 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 Travis County, State of TX, on the 17 day of June, 2024.
(month) (year)

April Bazan
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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 Viking Fence Co., LTD
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 Williamson County

Date Acknowledged:
 06/17/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2024221
 fence repair at round rock b

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

18.

Meeting Date: 06/25/2024

Approval of Contract for Construction with Falkenberg Construction Co., Inc, for Texas Avenue Health District Privacy Fence for Facilities Management.

Submitted For: Joy Simonton

Submitted By: Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024224, with Falkenberg Construction Co., Inc, for Texas Avenue Health District Privacy Fence for Facilities Management, in the amount of \$21,490.18 pursuant to Cooperative Purchasing – BuyBoard – Contract Number #728-24, and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and Falkenberg Construction Co., Inc, relates to the Texas Avenue Health District Privacy Fence, located at 355 Texas Ave, Round Rock, TX 78664. Detailed Scope of Work is attached. Funding Source is 01.0100.0509.004509. The Department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract for Construction
Form 1295 - Falkenberg Construction Co., Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/20/2024 09:12 AM
County Judge Exec Asst.	Becky Pruitt	06/20/2024 09:41 AM
Form Started By: Stacian Williams		Started On: 06/17/2024 02:30 PM
Final Approval Date: 06/20/2024		

6/14/2024
Texas Ave. – Health District Privacy Fence



CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – BuyBoard – Contract Number 728-24)

PROJECT: **Texas Ave. – Health District Privacy Fence** (“Project”)

GENERAL CONTRACTOR: **Falkenberg Construction Co., Inc.** (“GC”)
Kady Williams, Construction Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

**ARCHITECT
& ENGINEER:** **Williamson County Architect** (“A/E”)
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

**COUNTY’S DESIGNATED
REPRESENTATIVE:** **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS CONTRACT FOR CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **Texas Ave. – Health District Privacy Fence** (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").

6/14/2024
Texas Ave. – Health District Privacy Fence

ARTICLE 2 GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1

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

2.1.2

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

2.1.3

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

2.2 Relationship of the Parties.

2.2.1

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

2.2.2

It is understood and agreed that GC shall not in any sense be considered a partner or joint venturer with County, nor shall GC hold himself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. GC shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of County other than what may be expressly allowed under this Contract.

6/14/2024
Texas Ave. – Health District Privacy Fence

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 **sixty (60) 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.

6/14/2024

Texas Ave. – Health District Privacy Fence

3.2.2

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

3.2.3

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

ARTICLE 4 THE CONTRACT SUM

4.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Twenty-One Thousand Four Hundred Ninety Dollars and 18/100 Dollars (\$21,490.18)**.

4.2 Contract Payments.

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

4.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Two Thousand One Hundred Forty-Nine Dollars (\$ 2,149.)** 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.

6/14/2024
Texas Ave. – Health District Privacy Fence

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, agrees and will comply with any and all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4

GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of

6/14/2024
Texas Ave. – Health District Privacy Fence

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

6/14/2024
Texas Ave. – Health District Privacy Fence

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.

6/14/2024
Texas Ave. – Health District Privacy Fence

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.

6/14/2024
Texas Ave. – Health District Privacy Fence

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

Falkenberg Construction Co., Inc.
Kady Williams, Construction Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

GC's designated project execution team is as follows:

Project Manager: Kady Williams
Project Superintendent: John Adrian Castro

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

6/14/2024
Texas Ave. – Health District Privacy Fence

Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

GC: Falkenberg Construction Co., Inc.
250 Cheatham St., Suite 2
San Marcos, TX 78666

Attention: Kady Williams
Construction Manager

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

ARTICLE 9 DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.

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

9.2 Suspension.

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

9.3 Termination.

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

9.3.1

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

9.3.2

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

6/14/2024
Texas Ave. – Health District Privacy Fence

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;

6/14/2024

Texas Ave. – Health District Privacy Fence

- .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 # **728-24**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **728-24**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 12 SIGNATORY WARRANTY

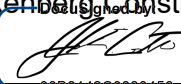
The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

6/14/2024
Texas Ave. – Health District Privacy Fence

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Falkenberg Construction Co., Inc.

COUNTY:
Williamson County, Texas

By: 
Signature

By: _____
Signature

John E. Castro

Printed Name
President

Title

Printed Name

Title

Date Signed: June 14, 2024 | 13:36 CDT

Date Signed: _____

EXHIBIT A
DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

Texas Ave. – Health District Privacy Fence

Scope of Work Includes:

- Removal of 300LF of existing privacy fence
- Trim tree branches along fence line at pre-discussed locations
- Construct 300LF of Cedar privacy fence
 - 6"x6"x5/8" cedar picket
 - LIFETIME-brand steel post or PostMaster
 - 3 ground treated 2x4 rails
 - Coated deck screw



Texas Ave

Texas Ave

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

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

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

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

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

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

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

D. Workers' Compensation Insurance Coverage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such 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**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 CLAIMS AND DISPUTES**

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

2.6.2

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

2.6.3

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

2.6.4

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

**ARTICLE 3
CONTRACTOR**

3.1 GENERAL

3.1.1

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

3.1.2

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

3.1.3

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

- .3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. 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 cause by Contractor’s negligence or breach of the Contract.
- .4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

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

11.3.3

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

11.4 BONDS

11.4.1

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

11.4.2

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

11.4.3

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

11.4.4 Warranty Bond.

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

11.4.5

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

11.4.6

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or 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-Authority (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.



June 12, 2024

Williamson County
 3101 SE Inner Loop
 Georgetown, TX 78626

Proposal No.: [REDACTED]
Reference: Health District Privacy Fence
Contract No.: Buy Board 728-24
Attention: Daryl Mutz

We propose to furnish labor, material and equipment for the Health District Privacy Fence project for the sum as follows:

Proposal Breakdown		
RS Means Cost		\$21,928.76
Coefficient	0.98	\$438.58
Sub Total		\$21,490.18
Bond	0.0%	\$0.00
PROPOSAL TOTAL		\$21,490.18

Twenty-One Thousand Four Hundred Ninety and 18/100----- Dollars

I. Documents:

A. Drawing Numbers:

B. Specifications:

II. Scope of Work:

Parking spaces along fence line must be vacant during construction

- Removal of 300LF of existing privacy fence
- Trim tree branches along fence line at pre-discussed locations
- Construct 300LF of Cedar privacy fence
 - 6"x6"x5/8" cedar picket
 - LIFETIME-brand steel post or PostMaster
 - 3 ground treated 2x4 rails
 - Coated deck screws
- Daily Clean
- Final Clean

Alternate #1 Breakdown		
RS Means Cost		\$4,622.60
Coefficient	0.98	\$92.45
Sub Total		\$4,530.15
Bond	0.0%	\$0.00
ALTERNATE # 1 TOTAL		\$4,530.15

Four Thousand Five Hundred Thirty and 15/100----- Dollars

I. Documents:

- A. Drawing Numbers:NA
- B. Specifications: N/A

II. Scope of Work:

Oil based stain- TWP 100 or Ready Seal
 - Powerwash 3-6 months after applied
 Daily Clean
 Final Clean

Total Proposal Breakdown		
RS Means Cost		\$26,551.36
Coefficient	0.98	\$531.03
Sub Total		\$26,020.33
Bond	2.5%	\$650.51
PROPOSAL TOTAL		\$26,670.84

Twenty-Six Thousand Six Hundred Seventy and 84/100 ----- Dollars.

III. Exclusions:

- Sales tax, overtime, permit fees
- Executing any alternates without executing the base bid
- MEP Work
- Any work outside of pre-discussed scope

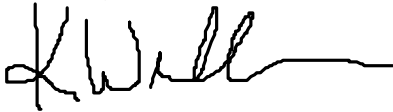
IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.



Kady Williams
 Construction Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2024-1175936

Date Filed:
06/14/2024

Date Acknowledged:

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Williamson County Facilities Management

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

728-24
Texas Ave. - Health District Privacy Fence

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is John Castro, and my date of birth is [REDACTED].

My address is [REDACTED], Grand Prairie TX, 75050 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 14 day of June, 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.
 Falkenberg Construction Co., Inc.
 Grand Prairie, TX United States

Certificate Number:
 2024-1175936

Date Filed:
 06/14/2024

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

Date Acknowledged:
 06/17/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 728-24
 Texas Ave. - Health District Privacy Fence

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

19.

Meeting Date: 06/25/2024

Approval of formally closing RFP #24RFP43 and approve quote from Automated Teller Machine (ATM) and Services for Facilities Management

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on formally closing out and not awarding #24RFP43 Automated Teller Machine (ATM) and Services, due to no responses received and approve the quote for Preferred ATM Services with the attached pricing, and authorize execution of the agreement #2024225.

Background

The Purchasing Department solicited sealed responses under #24RFP43. Notifications were sent electronically to forty-seven (47) vendors with submissions due on April 11, 2024, at 4:00 pm. There were twenty (20) document takers, but no submissions were received. In the event of no bids being received, Williamson County Purchasing policy allows for a quote to be utilized for the purchase for a period of twelve (12) months, per Local Government Code 262.0245. This service will supply and provide service to all ATM machines for participating County locations. This is a revenue contract with deposits going into the General Fund and the point of contact is Shantil Moore.

Fiscal Impact

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

Attachments

ATM Supply Agreement
Form 1295 Preferred ATM Services

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/19/2024 11:06 PM
County Judge Exec Asst.	Becky Pruitt	06/20/2024 08:51 AM
Form Started By: Johnny Grimaldo		Started On: 06/18/2024 08:17 AM
Final Approval Date: 06/20/2024		

**WILLIAMSON COUNTY
ATM SUPPLY AGREEMENT
PREFERRED ATM SERVICE LLC**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ATM SUPPLY AGREEMENT (hereinafter “Agreement”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Preferred ATM Services LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties.

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. County agrees to engage Service Provider as the exclusive supplier of Automated Teller Machines (“ATMs”) for the locations, specified in **Exhibit A** (“Locations”), in accordance with the following terms and conditions:

- Service Provider agrees to supply, install, maintain ATMs at the Locations specified in Exhibit A.
- Service Provider shall ensure that all ATMs supplied under this Agreement comply with all applicable laws, regulations, and industry standards.
- Service Provider shall be responsible for the installation, setup, and ongoing maintenance to ensure proper functioning of the ATMs at the Locations.
- All ATMs, equipment, fixtures, and supplies furnished or installed by Service Provider shall remain the property of Service Provider.
- County agrees that County employees or customers will not post or place on or above the ATM, any signs, plaques, advertising, or other materials except as may be authorized by Service Provider.
- County shall exercise reasonable care to prevent damage or destruction to the ATMs installed under this Agreement.

- County shall provide Service Provider with access to the Locations as reasonably necessary to perform installation, maintenance, and repair services.

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2025 ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for four (4) successive one-year terms (each a "Renewal Term"), with the same terms and conditions as set forth in this Agreement.

III.

Payments: In consideration for being the exclusive provider of ATMs and related services, Service Provider shall pay County a monthly lease fee for the use of space at each Location where an ATM is installed. The lease fee amount and payment terms shall be set forth in **Exhibit B** ("Price Sheet"). Additionally, Service Provider shall provide to County financial reports to summarize all activity and transactions to show the calculation of lease payments and shall cooperate with any reasonable request for information from County.

IV.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

V.

INDEMNIFICATION – SERVICE PROVIDER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY NEGLIGENCE OR MISCONDUCT BY SERVICE PROVIDER OR ITS REPRESENTATIVES.

VI.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson

County Commissioners Court, or the Williamson County Judge.

VII.

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

VIII.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

IX.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

X.

Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XI.

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

XII.

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

XIII.

No Assignment: Service Provider may not assign this Agreement without prior written consent from the County.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XV.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XVIII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

- A. Locations, being marked **Exhibit "A"**; and
- B. Price Sheet, being marked **Exhibit "B"**.

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

XIX.

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

SIGNATURES TO FOLLOW

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

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Preferred ATM Services LLC
Name of Service Provider

Ben Daniel
Authorized Signature

Ben Daniel
Printed Name

Date: JUNE 3rd, 2024

AUTOMATED TELLER MACHINE (ATM) SERVICES, WILLIAMSON COUNTY

Attachment A – Williamson County Automated Teller Machine (ATM) Locations

Building Name	Address	City	Zip Code
Round Rock Jester	1801 E Old Settlers Blvd.	Round Rock	78664
Justice Center	405 MLK Street	Georgetown	78626
Georgetown Tax Office	904 S. Main Street	Georgetown	78626
Expo Center	5350 Bill Pickett Trail	Taylor	76574
Expo Pavilion	5350 Bill Pickett Trail	Taylor	76574

AUTOMATED TELLER MACHINES (ATM) SERVICES

Attachment B - PRICE SHEET

The Respondent agrees to furnish the services at the following rate:

Please enter the total transaction fee charged to the customer – as member or non member, then itemize the distribution of the fees collected. If member/non-member is not relevant enter "N/A."

*Example: Customer Transaction Fee: \$0.00
Commission to Respondent: \$0.00
Commission to County: \$0.00*

ATM Customer Transaction Fee (Non-Member):	\$ 3.00
Commission to Respondent:	\$ 2.40
Commission to Williamson County:	\$ 0.60
ATM Customer Transaction Fee (Member, if applicable):	N/A
Commission to Respondent:	N/A
Commission to Williamson County:	N/A

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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**

Certificate Number:
 2024-1170391
 Date Filed:
 06/03/2024
 Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Preferred ATM Services
 Georgetown, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 112233
 Automatic Teller Provider

4 Name of interested Party	City, State, Country (place of business)	Nature of interest (check appropriate)	
		Controlling	Intermediary
Preferred ATM Services LLC	Georgetown, TX United States	X	

5 Check only if there is NO interested party.

6 UNSWORN DECLARATION

My name is Ben Daniel and my date of birth is [REDACTED]
 My address is [REDACTED], Flacore, TX, 76527, USA
(street) (city) (state) (zip code) (country)

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

Executed on W. Houston County, State of TX, on the 3rd day of June, 2024.
(month) (year)

Ben Daniel
 Signature of authorized agent of contracting business entity
(Date)

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.

Preferred ATM Services
Georgetown, TX United States

Certificate Number:
2024-1170391

Date Filed:
06/03/2024

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

Williamson County

Date Acknowledged:
06/17/2024

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

112233
Automatic Teller Provider

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Preferred ATM Services LLC	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

20.

Meeting Date: 06/25/2024

Authorize issuing IFB #24IFB63 Patriot Way Milling and Overlay for Road and Bridge Department

Submitted For: Joy Simonton

Submitted By: Fernando Ramirez, 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 Patriot Way Milling and Overlay under IFB #24IFB63.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced repairing, milling, sealing, overlay, and striping crews and equipment to resurface Patriot Way from E SH 29 to City Limits of Georgetown. The county anticipates selecting one firm for this work. The estimated budget is \$865,280.00. The funding source is 01.0200.0210.003599 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: Fernando Ramirez

Final Approval Date: 06/20/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/19/2024 10:53 PM

06/20/2024 08:40 AM

Started On: 06/14/2024 09:15 AM

Commissioners Court - Regular Session

21.

Meeting Date: 06/25/2024

Authorize issuing IFB #24IFB64 CR 200 Milling and Overlay for Road and Bridge Department

Submitted For: Joy Simonton

Submitted By: Fernando Ramirez, 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 200 Milling and Overlay, under IFB #24IFB64.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, sealing, overlay, and striping crew and equipment to resurface CR 200 from 320 FT south of CR 201 to 290 FT North of Bold Sundown. The county anticipates selecting one firm for this work. The estimated budget is \$1,048,736.00. The funding source is 01.0200.0210.003599 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: Fernando Ramirez

Final Approval Date: 06/20/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/19/2024 10:45 PM

06/20/2024 08:42 AM

Started On: 06/14/2024 11:04 AM

Commissioners Court - Regular Session

22.

Meeting Date: 06/25/2024

Texas A&M Transportation Institute (TTI) WA1 SA7 Foam Asphalt Pavement Design

Submitted For: Robert Daigh

Submitted By: Jenifer Favreau, 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 1 under Williamson County Contract between Texas A&M Transportation Institute (TTI) and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. Funding source: 01.0200.0210.004160.

Background

This Supplemental is to increase the maximum amount payable to \$180,000.00 and to extend the expiration date to September 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TTI WA1 SA7

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jenifer Favreau

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 08:52 AM

Started On: 06/18/2024 11:42 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 7
TO
WORK AUTHORIZATION NO. 1**

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Foam Asphalt Pavement Design

This Supplemental Work Authorization No. 7 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Technical Research Agreement, being dated April 26, 2016 ("Agreement") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Texas A&M Transportation Institute (the "TTI").

WHEREAS, the County and the TTI executed Work Authorization No. 1 dated effective May 18, 2016 (the "WA #1");

WHEREAS, pursuant to the Agreement, 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 WA #1 in order to extend the termination date.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the TTI agree that WA #1 shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from \$140,000.00 to \$180,000.00.
- II. The above referenced Work Authorization termination date shall be modified to September 30, 2026. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. TTI 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 TTI 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 TTI.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of WA #1 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 Agreement.

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

**TEXAS A&M TRANSPORTATION
INSTITUTE:**

WILLIAMSON COUNTY:

By: _____

Signature

Lesli Kerth

Printed Name

Associate Director TA

Title

6/11/2024

Date

By: _____

Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

Date

Attachment C - Work Schedule

TTI shall provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session

23.

Meeting Date: 06/25/2024

Replat for the Santa Rita Ranch Ph 5 Sec 4B Lot 21 Blk P subdivision – Pct 2

Submitted By: Kamie Fitzgerald, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lot 21 Block P of the Santa Rita Ranch Ph 5 Sec 4B subdivision – Precinct 2.

Background

This replat consists of 1 single family lot. The purpose of this replat is to revise the side setback line. No new lots are being created.

Timeline

2024-05-10 – Initial submittal of the replat

2024-06-07 – 1st review complete with comments

2024-06-13 – 2nd submittal of replat with signatures

2024-06-18 – 2nd review complete with comments clear

2024-06-20 – replat placed on the June 25, 2024 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

replat - Santa Rita Ranch Ph 5 Sec 4B Lot 21 Blk P

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kamie Fitzgerald

Final Approval Date: 06/20/2024

Reviewed By

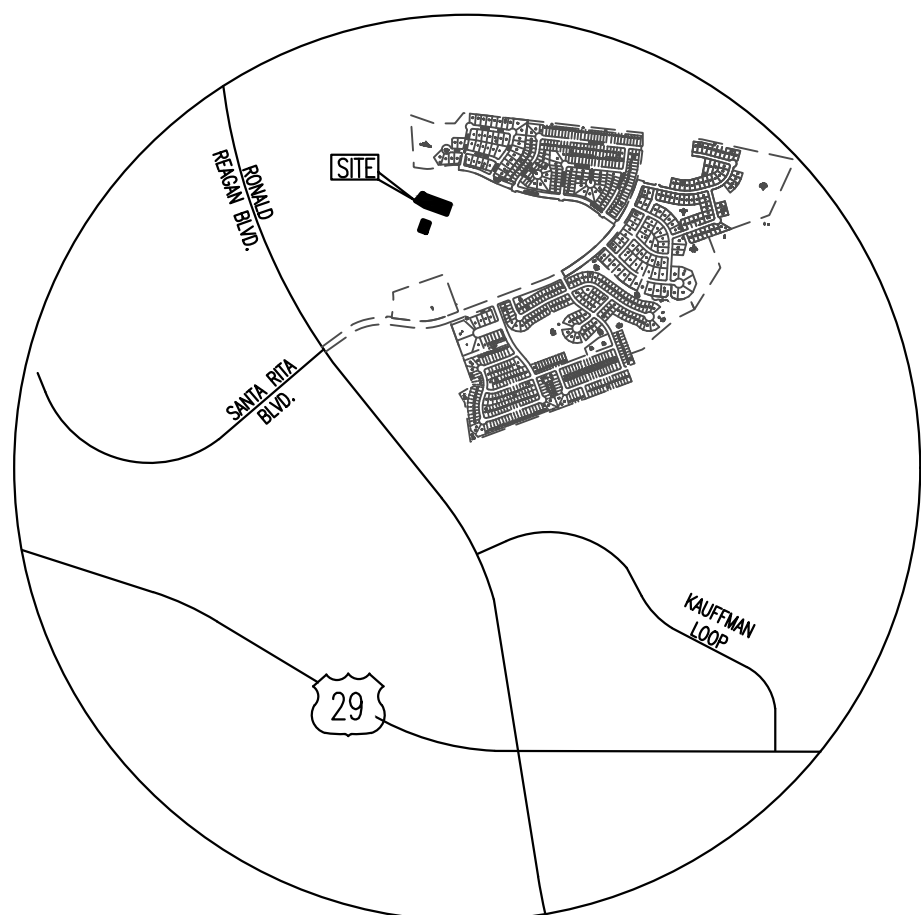
Becky Pruitt

Date

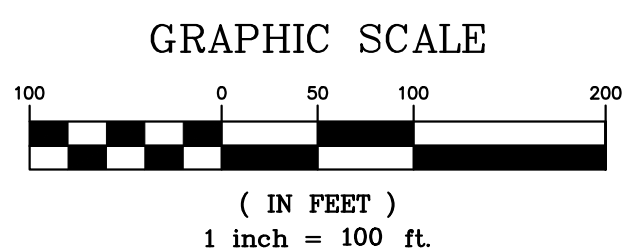
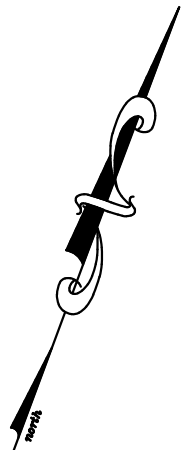
06/20/2024 11:46 AM

Started On: 06/20/2024 09:16 AM

REPLAT OF SANTA RITA RANCH PHASE 5, SECTION 4B, LOT 21, BLOCK P



VICINITY MAP
APPROX. SCALE:
1"=2000'



- LEGEND**
- 1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP
 - 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
 - B.S.L. BUILDING SETBACK LINE
 - L.S.E. LANDSCAPE EASEMENT
 - O.S. OPEN SPACE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
 - 1 LOT NUMBER
 - Ⓐ BLOCK DESIGNATION

K29 1941 INVESTMENTS, LP.
123.168 ACRES
DOC. NO. 2021170468
CORRECTED IN
DOC. NO.
2023022490



DATE: JUNE 10, 2024

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

Line Table		
Line #	Length	Direction
L1	101.18	S82°07'07"E
L2	9.22	S00°04'17"E
L3	153.79	N81°59'09"W
L4	61.00	N19°05'19"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	21.25	432.00	S83°31'41"E	21.25	10.63	2°49'08"
C2	22.22	15.00	S42°30'16"E	20.24	13.71	84°51'58"
C3	38.81	275.00	S03°58'17"W	38.78	19.44	8°05'09"

TOTAL ACREAGE: 0.200 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS: 1
SINGLE FAMILY LOTS: 1

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 REG. # 10024900

Civil Engineering	Surveying
5501 West William Cannon	Austin, Texas 78749
Phone No. (512) 280-5160	Fax No. (512) 280-5165

REPLAT OF SANTA RITA RANCH PHASE 5, SECTION 4B, LOT 21, BLOCK P

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO THE APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF SANTA RITA RANCH PHASE 5, SECTION 4B, AS RECORDED IN DOCUMENT NUMBER 2024002316, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. MAINTENANCE RESPONSIBILITY OF DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

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

ROADWAY AND RIGHT-OF-WAY:

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

METES AND BOUNDS

BEING A 0.200 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 21, BLOCK P, SANTA RITA RANCH PHASE 5, SECTION 4B, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2024002316, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.200 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHWEST CORNER OF SAID LOT 21, BEING AT THE NORTHEAST CORNER OF LOT 22, BLOCK P, SAID SANTA RITA RANCH PHASE 5, SECTION 4B, SAME BEING ON THE SOUTH RIGHT-OF-WAY LINE OF LYNFIELD LANE (64'R.O.W.), FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, THENCE, WITH THE COMMON LINE OF SAID LOT 21 AND SAID LYNFIELD LANE, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

- 1) S82°07'07"E, A DISTANCE OF 101.18 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
- 2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 432.00 FEET, AN ARC LENGTH OF 21.25 FEET, AND A CHORD THAT BEARS S83°31'41"E, A DISTANCE OF 21.25 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.22 FEET, AND A CHORD THAT BEARS S42°30'16"E, A DISTANCE OF 20.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE SOUTH LINE OF SAID LYNFIELD LANE AND THE WEST RIGHT-OF-WAY LINE OF AMISTA DRIVE (50' R.O.W.), FOR CORNER,

THENCE, WITH THE COMMON LINE OF SAID LOT 21 AND SAID AMISTA DRIVE, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- 1) S00°04'17"E, A DISTANCE OF 9.22 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
- 2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 38.81 FEET, AND A CHORD THAT BEARS S03°58'17"W, A DISTANCE OF 38.78 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 21, BEING AT THE NORTHEAST CORNER OF LOT 20, BLOCK P, SAID SANTA RITA RANCH PHASE 5, SECTION 4B, FOR CORNER,

THENCE, N81°59'09"W, WITH THE COMMON LINE OF SAID LOT 21 AND SAID LOT 20, A DISTANCE OF 153.79 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF SAID LOT 21, BEING AT THE NORTHWEST CORNER OF LOT 20, SAME BEING ON THE EAST LINE OF SAID LOT 22, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N19°05'19"E, WITH THE COMMON LINE OF SAID LOT 22 AND LOT 21, A DISTANCE OF 61.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.200 ACRES OF LAND.

SHEET NO. 2 OF 3



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

REPLAT OF SANTA RITA RANCH PHASE 5, SECTION 4B, LOT 21, BLOCK P

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF 0.200 ACRES, BEING ALL OF LOT 21, BLOCK P, SANTA RITA RANCH PHASE 5, SECTION 4B FINAL PLAT, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2024002316, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, LAND CONVEYED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 0.200 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
THIS SUBDIVISION IS TO BE KNOWN AS,

"REPLAT OF SANTA RITA RANCH PHASE 5, SECTION 4B,
LOT 21, BLOCK P"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 10 DAY OF June, 20 24

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

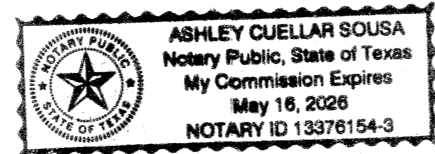
BY: [Signature]
JAMES EDWARD HORNE, VICE PRESIDENT
1700 GROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 10th DAY OF June, 20 24 A.D.

[Signature]
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS



CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: [Signature]
PRINTED NAME: Jason Rangel
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10th DAY OF June, A.D., 20 24.

BY: [Signature]
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Jamie B. Burkett
MY COMMISSION EXPIRES 5-26-2025

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

[Signature] 6/12/2024
PAUL BRANDENBURG, CITY MANAGER
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 10 DAY OF June, 2024 A.D.

[Signature]
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

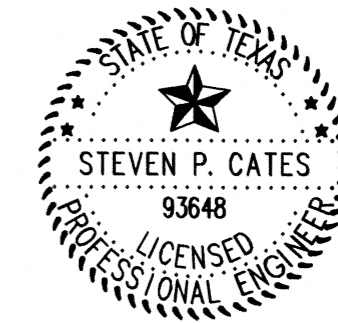
STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: [Signature] 6/7/2024
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749



CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

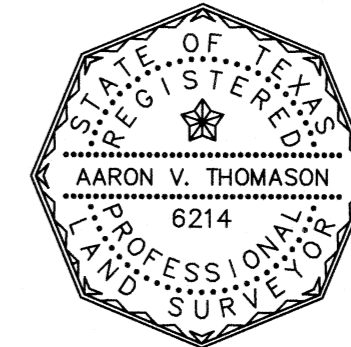
THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: [Signature] 7 June 2024
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
 FIRM ID #F3791 REG. # 10024900
 Civil Engineering Surveying
 5501 West William Cannon Austin, Texas 78749
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

Commissioners Court - Regular Session

Meeting Date: 06/25/2024

Preliminary plat for the Heritage Mill South subdivision – Pct 4

Submitted By: Kamie Fitzgerald, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This proposed subdivision consists of 652 single family lots, 5 greenlink lots, 11 open space lots, 3 open space/drainage lots, and 22,253 linear feet of new roads on 188.93 acres.

Timeline

- 2022-10-12 – Initial submittal of the preliminary plat
- 2022-11-10 – 1st review complete with comments
- 2023-01-18 – 2nd submittal of the preliminary plat
- 2023-02-02 – 2nd review complete with comments
- 2023-04-26 – 3rd submittal of the preliminary plat
- 2023-05-11 – 3rd review complete with comments
- 2023-08-25 – 4th submittal of the preliminary plat
- 2023-09-08 – 4th review complete with comments
- 2023-09-19 – 5th submittal of preliminary
- 2023-10-04 – 5th review complete with comments
- 2023-10-09 – 6th submittal of the preliminary plat
- 2023-10-24 – 6th review complete with comments
- 2024-02-02 – 7th submittal of the preliminary plat
- 2024-02-16 – 7th review complete with comments
- 2024-04-09 – 8th submittal of the preliminary plat
- 2024-04-24 – 8th review complete with comments
- 2024-06-05 – 9th submittal of the preliminary plat
- 2024-06-14 – 9th review complete with comments
- 2024-06-17 – 10th submittal of the preliminary plat
- 2024-06-18 – 10th review complete with comments clear
- 2024-06-20 – preliminary placed on the June 25, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Preliminary plat – Heritage Mill South

Form Review

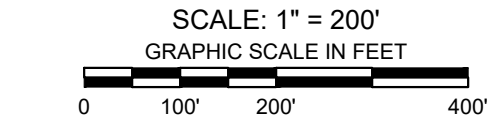
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/20/2024 11:46 AM
Form Started By: Kamie Fitzgerald		Started On: 06/20/2024 09:30 AM
Final Approval Date: 06/20/2024		

HERITAGE MILL SOUTH SUBDIVISION PRELIMINARY PLAT AMENDMENT

CITY OF HUTTO ETJ
WILLIAMSON COUNTY, TEXAS

SUBMITTAL DATE: 10/12/2022

SHEET NUMBER	SHEET TITLE
1	OVERALL PRELIMINARY PLAT
2	PRELIMINARY PLAT (SHEET 1 OF 2)
3	PRELIMINARY PLAT (SHEET 2 OF 2)
4	METES AND BOUNDS DESCRIPTION
5	PRELIMINARY LOT AND STREET TABLES (SHEET 1 OF 2)
6	PRELIMINARY LOT AND STREET TABLES (SHEET 2 OF 2)



LEGEND	
[Symbol]	PROPERTY BOUNDARY
[Symbol]	PROPOSED RIGHT OF WAY
[Symbol]	EXISTING MAJOR CONTOUR
[Symbol]	EXISTING MINOR CONTOUR
[Symbol]	FEMA 100-YEAR FLOODPLAIN
[Symbol]	FEMA 500-YEAR FLOODPLAIN
[Symbol]	NOAA ATLAS 14 EXISTING FLOODPLAIN
[Symbol]	NOAA ATLAS 14 PROPOSED FLOODPLAIN
[Symbol]	ROAD CENTERLINE
[Symbol]	PROPOSED LOT LINE
[Symbol]	PROPOSED EASEMENT
[Symbol]	PROPOSED PUE
[Symbol]	PROPOSED LOT NUMBER

- NOTES:**
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
 - BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH WILLIAMSON COUNTY SUBDIVISION REGULATIONS APPENDIX F. REFERENCE LOT SETBACKS DETAILED ON SHEETS 2, 3 & 4.
 - A P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
 - A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
 - SEWER LINES SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION IN CONFORMANCE WITH THE UDC, AS AMENDED.
 - IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET FOR FRONT AND REAR YARDS AND 5 FEET FOR SIDE YARDS.
 - FINISH FLOOR ELEVATION FOR RESIDENTIAL LOTS ADJACENT TO THE PROPOSED EXISTING PONDS, PROPOSED EXISTING CHANNELS OR EXISTING 100-YEAR FLOODPLAIN SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 100-YEAR FLOODPLAIN OF 100-YEAR WATER SURFACE ELEVATION, WHICHEVER IS HIGHER.
 - UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
GAS: ATMS
ELECTRIC: ONCOR
AMENITY, OPEN SPACE, AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
 - GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC, AS AMENDED.
 - ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
 - STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
 - WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 32 FEET WIDE. IF THE STREETS ARE LESS THAN 32 FEET IN WIDTH FIRE SONAGE IS REQUIRED. (2018 FC ADDENDUM D SEC. 1103.6.1 TO 1103.6.2). IN ANY EVENT THE PAVEMENT WIDTH SHALL BE NO LESS THAN WILLIAMSON COUNTY STANDARDS.
 - ALL OPEN SPACE LOTS TO BE PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT.
 - A PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INDICATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 4891C0520F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
 - ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO WILLIAMSON COUNTY STANDARDS OR CITY OF HUTTO UNIFIED DEVELOPMENT CODE WHERE WILLIAMSON COUNTY STANDARDS ARE SILENT.
 - ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM WILLIAMSON COUNTY ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNCONTROLLED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH. THIS DEVELOPMENT WILL PARTICIPATE IN THE CITY OF HUTTO'S REGIONAL STORMWATER MANAGEMENT PROGRAM.
 - THIS SUBDIVISION IS SUBJECT TO A CONSENT AGREEMENT, DATED FEBRUARY 25, 2021, PASSED IN CITY RESOLUTION NO. R2021-046, RECORDED IN DOCUMENT NO. 202104895.
 - NO DEVELOPMENT SHALL BEGIN PRIOR TO THE ISSUANCE OF A FLOOD PLAN DEVELOPMENT PERMIT BY THE WILLIAMSON COUNTY FLOOD PLAN ADMINISTRATOR FOR EACH OF THE FOLLOWING LOTS: 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120.
 - SINGLE FAMILY DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 163 OR SOUTH EAST LOOP, THE ADJACENT COUNTY ROADS.
 - THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
 - LOTS WITH LESS THAN 50' OF FRONTAGE MAY NOT BE FURTHER SUBDIVIDED.
 - WILLIAMSON COUNTY NO LONGER OWNS OR MAINTAINS CR 163. CR 163 WAS ANNEXED INTO CITY OF HUTTO WITH THE ADJACENT BROOKLANDS DEVELOPMENT AND IS OWNED AND MAINTAINED BY THE CITY OF HUTTO. ADDITIONAL CR 163 ROW PROPOSED WITH THIS DEVELOPMENT SHALL BE TO THE CITY OF HUTTO.
 - SOUTH EAST LOOP IS NOT PROPOSED TO BE CONSTRUCTED AS PART OF THIS PRELIMINARY PLAT. IT IS ANTICIPATED THAT CONSTRUCTION OF SOUTH EAST LOOP WILL BE COMPLETED IN THE FUTURE BY WILLIAMSON COUNTY AND/OR ANOTHER GOVERNMENT ENTITY, BUT NOT BY THE OWNER OR DEVELOPER OF THIS SUBDIVISION.
 - A PORTION OF THIS TRACT IS ENCLOSED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512) 452-0371
FAX (512) 454-9933
TBPELS FIRMI #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON
COUNTY, TEXAS

OVERALL PRELIMINARY PLAT

PROJECT NO: 1636-11731
DESIGNED BY: BAE
DRAWN BY: BAE
CHECKED BY: JAB

NOTICE:
ALTERATION OF A
SEALED DRAWING
WITHOUT PROPER
NOTIFICATION TO THE
RESPONSIBLE ENGINEER
IS A VIOLATION OF THE
TEXAS ENGINEERING
PRACTICE ACT.

06/17/2024
SHEET 1 OF 6

PLANNING AND ZONING COMMISSION CHAIR
THIS PLAT WAS APPROVED BY THE CITY OF HUTTO PLANNING AND ZONING COMMISSION ON THE _____ DAY OF _____, 20____.

SUSANNA BOYER, P&Z CHAIR

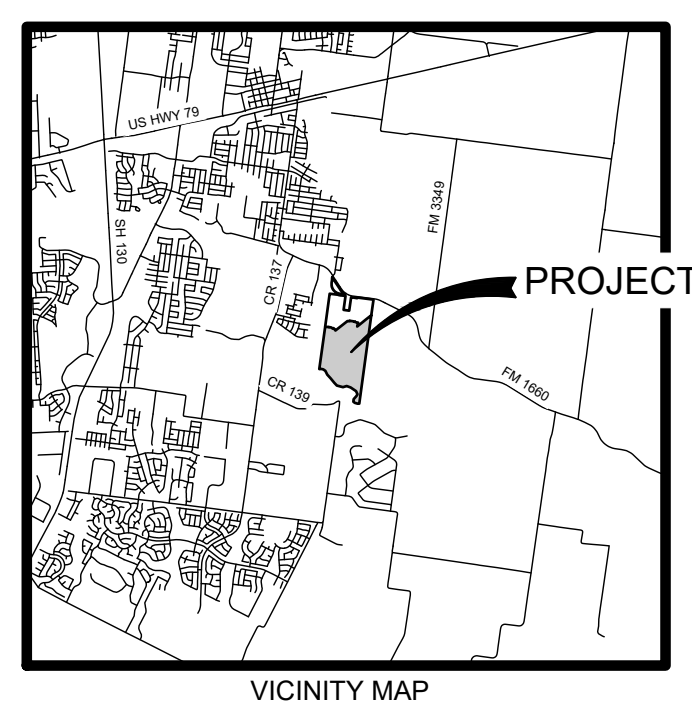
ASHLEY BAILEY, AICP
DEVELOPMENT SERVICES DIRECTOR

ENGINEER:
GRAY ENGINEERING INC.
8834 N. CAPITAL OF TEXAS HWY., SUITE 140
AUSTIN, TEXAS 78759
(512) 452-0371
FAX (512) 454-9933

OWNER:
S&H HUTTO INVESTMENTS LLC,
4408 SPICWOOD SPRINGS RD
AUSTIN, TX 78759

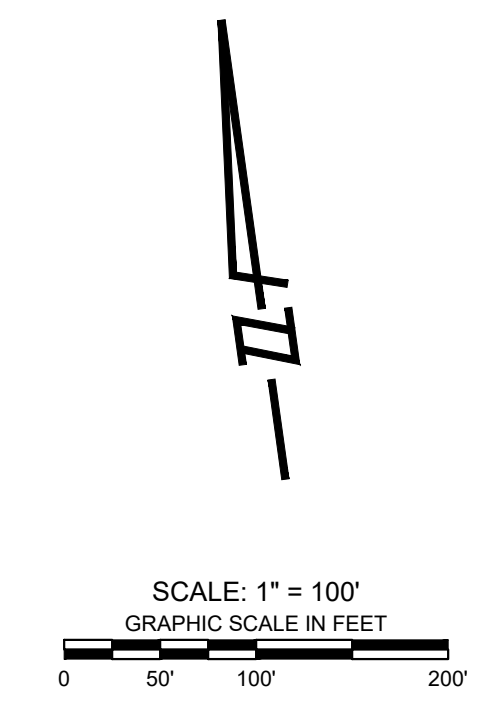
DEVELOPER:
CLAYTON PROPERTIES GROUP INC
DBA BROHN HOMES
6700 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX 78730
PHONE: 512-334-6775

SURVEYOR:
BGE INC.
101 WEST LOUIS HENNA BLVD
SUITE 1000
AUSTIN, TX 78744



H:\PROJECTS\1636 - BROHN HOMES\11731 - HERITAGE MILL SECTION\FLOODSHEETS\PRELIM\1731-C-PREL-BASE.DWG DATE: 06/17/2024 10:10:31 AM BY: ABSULLUWAN

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LEGEND

	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	FEMA 100-YEAR FLOODPLAIN
	FEMA 500-YEAR FLOODPLAIN
	NOAA ATLAS 14 EXISTING FLOODPLAIN
	NOAA ATLAS 14 PROPOSED FLOODPLAIN
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED EASEMENT
	PROPOSED PUE
	PROPOSED LOT NUMBER
	BUILDING SETBACK
	ANTICIPATED PHASE BOUNDARIES

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512) 452-0371
FAX: (512) 454-9933
TBP/ELS FRM# #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

**HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON
COUNTY, TEXAS**

**PRELIMINARY PLAT
(SHEET 1 OF 2)**

PROJECT NO: 1636-11731

DESIGNED BY: BAE

DRAWN BY: BAE

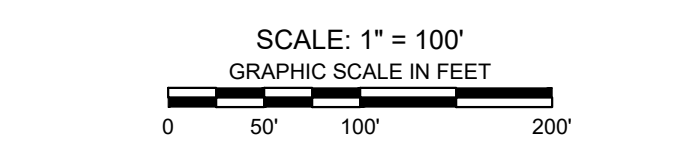
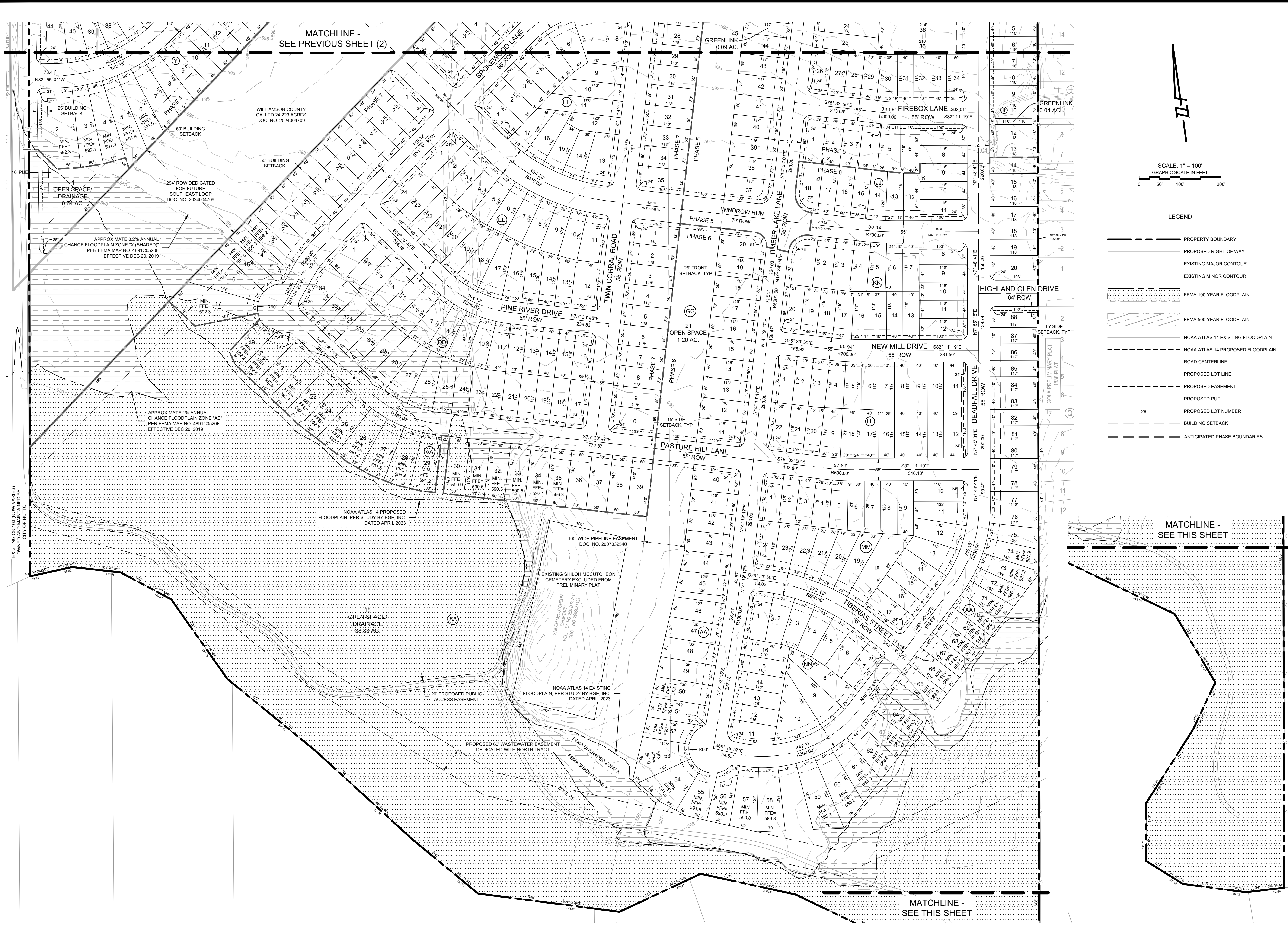
CHECKED BY: JAB

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TEXAS ENGINEERING
PRACTICE ACT.

06/17/2024

SHEET 2 OF 6

H:\PROJECTS\1636 - BROWN HOMES\11731 - C:\PREL-BASE-DWG.DWG DATE: 6/17/2024 10:10:54 AM BY: MSULLIVAN



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FEMA 100-YEAR FLOODPLAIN
- FEMA 500-YEAR FLOODPLAIN
- NOAA ATLAS 14 EXISTING FLOODPLAIN
- NOAA ATLAS 14 PROPOSED FLOODPLAIN
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- PROPOSED PUE
- PROPOSED LOT NUMBER
- BUILDING SETBACK
- ANTICIPATED PHASE BOUNDARIES

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GRAY
ENGINEERING

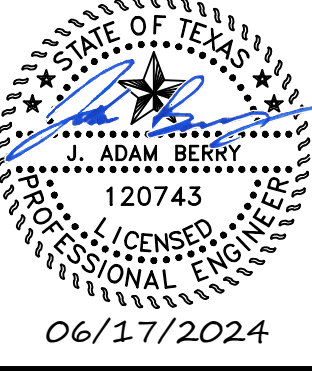
NO.	BY	DATE	REVISION DESCRIPTION

HERITAGE MILL SOUTH
 PRELIMINARY PLAT AMENDMENT
 HUTTO ETJ & WILLIAMSON
 COUNTY, TEXAS

PRELIMINARY PLAT
 (SHEET 2 OF 2)

PROJECT NO: 1636-11731
 DESIGNED BY: BAE
 DRAWN BY: BAE
 CHECKED BY: JAB

NOTICE:
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 SEALED DRAWING
 WITHOUT PROPER
 NOTIFICATION TO THE
 RESPONSIBLE ENGINEER
 IS A VIOLATION OF THE
 TEXAS ENGINEERING
 PRACTICE ACT



J. ADAM BERRY
 120743
 PROFESSIONAL ENGINEER

06/17/2024
 SHEET 3 OF 6

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 190.991 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, AND THE WILLIAM GATLAN SURVEY NUMBER 23, ABSTRACT 271, BOTH OF WILLIAMSON COUNTY, TEXAS; BEING OUT OF A CALLED 271.214 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC. IN DOCUMENT NUMBER 202107407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 190.991 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE AT A BROKEN TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TYPE I CONCRETE RIGHT-OF-WAY MONUMENT FOUND ON THE EAST LINE OF A CALLED 15.01 ACRE TRACT OF LAND CONVEYED UNTO THE HUTTO INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2006915406 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF THE NORTH TERMINUS OF COUNTY ROAD 163 (APPARENT R.O.W. - VARIES), NO DEED OF RECORD FOUND, AT A SOUTHWEST CORNER OF F.M. 1680 (R.O.W. - VARIES), AS DESCRIBED IN VOLUME 384, PAGE 608 AND VOLUME 386, PAGE 411, BOTH OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NUMBERS 2016064873, 2016064874, 2016064888, 2016075808, AND 201606242, ALL OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; THENCE, S 82°30'02" E, OVER AND ACROSS THE RIGHT-OF-WAY OF SAID COUNTY ROAD 163, A DISTANCE OF 42.60 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET AT THE NORTHEAST CORNER OF THE NORTH TERMINUS OF SAID COUNTY ROAD 163, AT THE NORTHWESTERLY CORNER OF SAID 271.214 ACRE TRACT; THENCE, S 07°48'41" W, COINCIDENT WITH THE COMMON LINE OF THE 271.214 ACRE TRACT AND SAID APPARENT RIGHT-OF-WAY, A DISTANCE OF 1,853.08 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE, IN A NORTHEASTERLY DIRECTION, DEPARTING SAID COMMON LINE, OVER AND ACROSS THE 271.214 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES:

- 1) S 82° 11' 19" E, A DISTANCE OF 17.81 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 2) S 82° 04' 39" E, A DISTANCE OF 126.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- 3) N 07° 55' 21" E, A DISTANCE OF 3.51 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 4) S 82° 19' 38" E, A DISTANCE OF 204.93 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 5) S 48° 28' 30" E, A DISTANCE OF 103.60 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 6) N 51° 31' 30" E, A DISTANCE OF 53.06 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- 7) S 38° 28' 31" E, A DISTANCE OF 175.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 8) N 51° 31' 29" E, A DISTANCE OF 890.87 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 9) S 82° 30' 23" E, A DISTANCE OF 115.42 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET AT THE BEGINNING OF A NON-TANGENT CURVE FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 10) CURVING TO THE LEFT, WITH A RADIUS OF 272.50 FEET, AN ARC LENGTH OF 38.56 FEET, A CENTRAL ANGLE OF 08° 06' 25", A CHORD BEARING OF N 17° 40' 40" E, AND A CHORD DISTANCE OF 38.53 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET AT THE END OF THIS CURVE FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- 11) S 76° 22' 33" E, A DISTANCE OF 55.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 12) S 78° 00' 21" E, A DISTANCE OF 120.58 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 13) N 13° 27' 58" E, A DISTANCE OF 8.07 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- 14) S 79° 02' 23" E, A DISTANCE OF 120.91 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- 15) S 10° 04' 57" W, A DISTANCE OF 20.56 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 16) S 78° 40' 15" E, A DISTANCE OF 55.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 17) S 77° 07' 06" E, A DISTANCE OF 131.50 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- 18) S 12° 32' 49" W, A DISTANCE OF 223.83 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 19) THENCE N 50° 45' 35" E A DISTANCE OF 676.08 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 20) N 52° 27' 05" E, A DISTANCE OF 328.16 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET ON THE COMMON LINE OF THE 271.214 ACRE TRACT AND A CALLED 61.40 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED UNTO STARLIGHT HOMES TEXAS, LLC, IN DOCUMENT NUMBER 2021074553 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 07°48'41" W, COINCIDENT WITH SAID COMMON LINE, PASSING AT A DISTANCE OF 4,965.93 FEET TO A 2-INCH IRON PIPE FOUND ON LINE, AND CONTINUING ON FOR A TOTAL DISTANCE OF 4,965.01 FEET TO A CALCULATED POINT IN THE CENTER OF BRUSHY CREEK ON THE NORTH LINE OF LOT 132, THE LOOKOUT AT BRUSHY CREEK SUBDIVISION AS RECORDED IN CABINET Q, SLIDES 288-298 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE COMMON CORNER OF THE 271.214 ACRE TRACT AND THE 61.40 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE MEANDERS OF THE CENTERLINE OF BRUSHY CREEK, COINCIDENT WITH THE COMMON LINE OF THE 175 ACRE TRACT AND LOTS 132, 133, & 134, SAID THE LOOKOUT AT BRUSHY CREEK, AN AREA OF UNCLEAR TITLE (OLD APPARENT R.O.W.), A CALLED 23.4488 ACRE TRACT OF LAND CONVEYED UNTO RAMSWAROOP R. BODDU AKA RAMSWAROOP BODDU AND SPOUSE RESMI SURENDRAN IN DOCUMENT NUMBER 2008062891 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A CALLED 12.2254 ACRE TRACT OF LAND CONVEYED UNTO KELLEY R. BUCHANAN AND SAMMY D. BUCHANAN IN DOCUMENT NUMBER 2011071560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A CALLED 10.296 ACRE TRACT OF LAND CONVEYED UNTO ROBERT G. VITEK AND WIFE VICKIE V. VITEK IN VOLUME 812, PAGE 282 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) N 88°44'41" W A DISTANCE OF 93.69 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 2) N 74°40'50" W A DISTANCE OF 155.02 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 3) N 50°00'02" W A DISTANCE OF 106.55 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 4) N 08°17'00" E A DISTANCE OF 141.71 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 5) N 40°26'55" E A DISTANCE OF 212.66 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT FOR CORNER;
- 6) N 33°05'26" E A DISTANCE OF 126.52 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 7) N 22°46'03" W A DISTANCE OF 194.42 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 8) N 56°30'03" W A DISTANCE OF 365.50 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 9) N 69°48'10" W A DISTANCE OF 236.62 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 10) S 72°50'18" W A DISTANCE OF 218.77 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 11) N 74°42'49" W A DISTANCE OF 348.05 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 12) N 42°34'53" W A DISTANCE OF 207.72 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 13) N 54°01'20" W A DISTANCE OF 140.37 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 14) N 75°48'19" W A DISTANCE OF 118.98 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT; AND
- 15) S 85°30'32" W A DISTANCE OF 105.35 FEET TO A CALCULATED POINT AT THE SOUTHEAST CORNER OF THE SOUTHERN TERMINUS OF THE AFOREMENTIONED APPARENT RIGHT-OF-WAY OF COUNTY ROAD 163, AT THE SOUTHWEST CORNER OF THE 271.214 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
- 16) N 39°39'54" W A DISTANCE OF 321.50 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 17) N 42°52'21" W A DISTANCE OF 276.61 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 18) N 27°16'46" W A DISTANCE OF 237.70 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, N 07°48'41" E, COINCIDENT WITH THE COMMON LINE OF THE 271.214 ACRE TRACT AND THE APPARENT EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 163, A DISTANCE OF 2,383.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 190.991 ACRES OF LAND, MORE OR LESS.

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512) 452-0371
FAX (512) 454-9933
TBPELS FRM# #2946



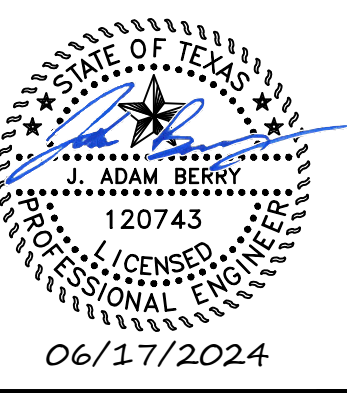
NO.	BY	DATE	REVISION DESCRIPTION

HERITAGE MILL SOUTH
PRELIMINARY PLAT AMENDMENT
HUTTO ETJ & WILLIAMSON
COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

PROJECT NO: 1636-11731
DESIGNED BY: BAE
DRAWN BY: BAE
CHECKED BY: JAB

NOTICE:
ALTERATION OF A
SEALED DRAWING
WITHOUT PROPER
NOTIFICATION TO THE
RESPONSIBLE ENGINEER
IS A VIOLATION OF THE
TEXAS ENGINEERING
PRACTICE ACT.



Commissioners Court - Regular Session

25.

Meeting Date: 06/25/2024

Final plat for the Mendoza Acres subdivision – Pct 4

Submitted By: Kamie Fitzgerald, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This subdivision consists of 3 lots with no new public roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2023-08-02 – initial submittal of final plat

2023-09-01 – 1st review complete with comments

2023-10-13 – 2nd submittal of final plat

2023-10-24 – 2nd review complete with comments

2024-02-02 – 3rd submittal of final plat

2024-02-16 – 3rd review complete with comments

2024-02-16 – 4th submittal of final plat

2024-02-28 – 4th review complete with comments

2024-06-17 – 5th submittal of final plat with signatures

2024-06-18 – 5th review complete with comments clear

2024-06-20 – final plat placed on the June 25, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final (minor) plat - Mendoza Acres

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kamie Fitzgerald

Final Approval Date: 06/20/2024

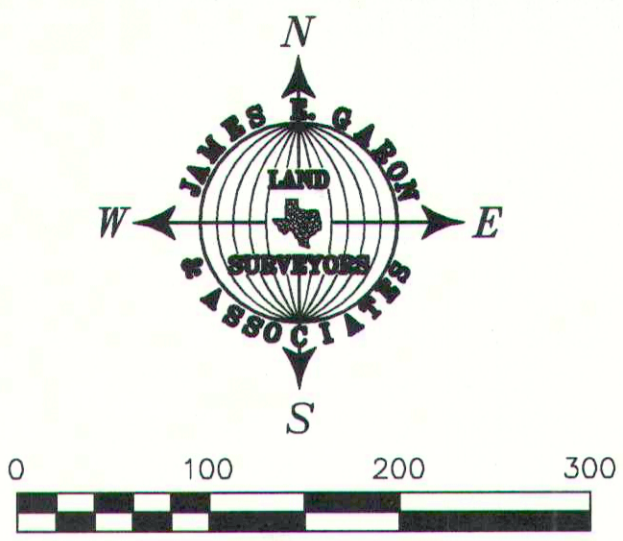
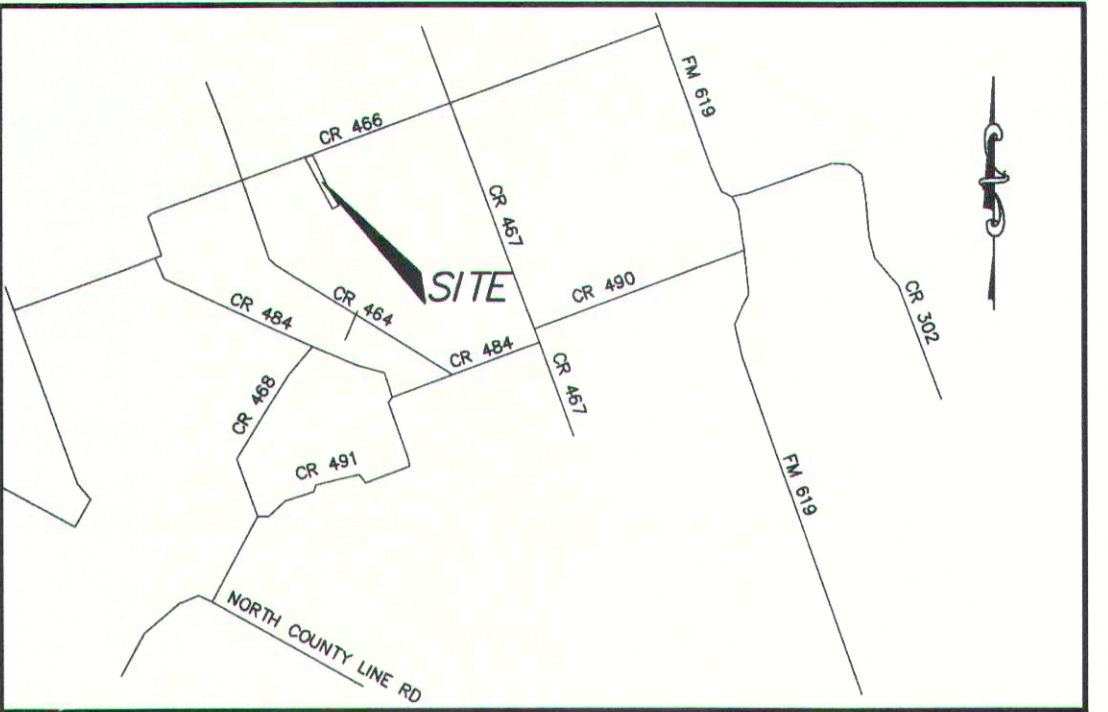
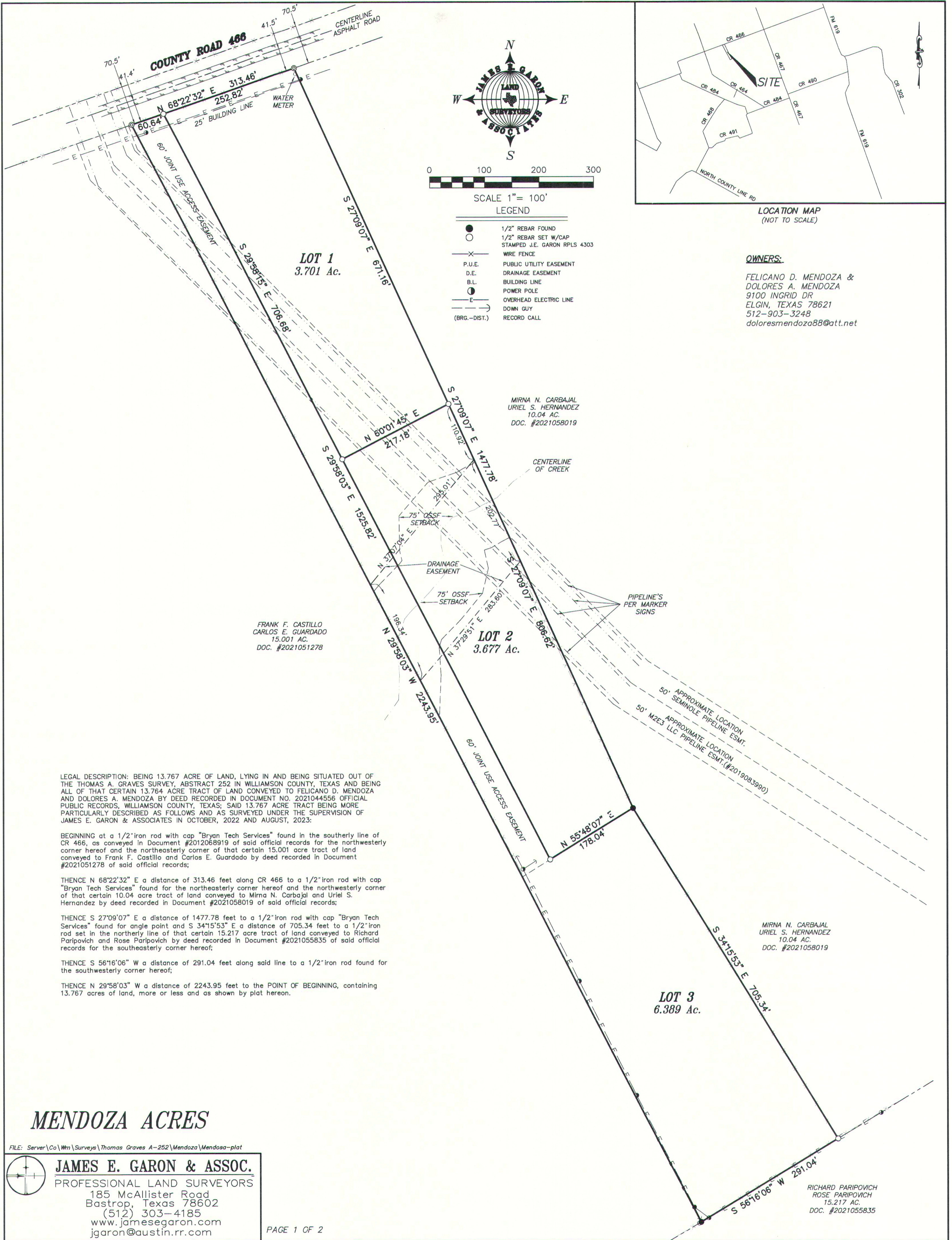
Reviewed By

Becky Pruitt

Date

06/20/2024 11:47 AM

Started On: 06/20/2024 09:42 AM



LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR SET W/CAP STAMPED J.E. GARON RPLS 4303
- X— WIRE FENCE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- ⊙ POWER POLE
- E— OVERHEAD ELECTRIC LINE
- D— DOWN GUY
- (BRG.—DIST.) RECORD CALL

OWNERS:
 FELICANO D. MENDOZA &
 DOLORES A. MENDOZA
 9100 INGRID DR
 ELGIN, TEXAS 78621
 512-903-3248
 doloresmendoza88@att.net

MIRNA N. CARBAJAL
 URIEL S. HERNANDEZ
 10.04 AC.
 DOC. #2021058019

FRANK F. CASTILLO
 CARLOS E. GUARDADO
 15.001 AC.
 DOC. #2021051278

MIRNA N. CARBAJAL
 URIEL S. HERNANDEZ
 10.04 AC.
 DOC. #2021058019

RICHARD PARIPOVICH
 ROSE PARIPOVICH
 15.217 AC.
 DOC. #2021055835

LEGAL DESCRIPTION: BEING 13.767 ACRE OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS A. GRAVES SURVEY, ABSTRACT 252 IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 13.764 ACRE TRACT OF LAND CONVEYED TO FELICANO D. MENDOZA AND DOLORES A. MENDOZA BY DEED RECORDED IN DOCUMENT NO. 2021044556 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 13.767 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN OCTOBER, 2022 AND AUGUST, 2023:

BEGINNING at a 1/2" iron rod with cap "Bryan Tech Services" found in the southerly line of CR 466, as conveyed in Document #2012068919 of said official records for the northwesterly corner hereof and the northeasterly corner of that certain 15.001 acre tract of land conveyed to Frank F. Castillo and Carlos E. Guardado by deed recorded in Document #2021051278 of said official records;

THENCE N 68°22'32" E a distance of 313.46 feet along CR 466 to a 1/2" iron rod with cap "Bryan Tech Services" found for the northeasterly corner hereof and the northwesterly corner of that certain 10.04 acre tract of land conveyed to Mirna N. Carbajal and Uriel S. Hernandez by deed recorded in Document #2021058019 of said official records;

THENCE S 27°09'07" E a distance of 1477.78 feet to a 1/2" iron rod with cap "Bryan Tech Services" found for angle point and S 34°15'53" E a distance of 705.34 feet to a 1/2" iron rod set in the northerly line of that certain 15.217 acre tract of land conveyed to Richard Paripovich and Rose Paripovich by deed recorded in Document #2021055835 of said official records for the southeasterly corner hereof;

THENCE S 56°16'06" W a distance of 291.04 feet along said line to a 1/2" iron rod found for the southwesterly corner hereof;

THENCE N 29°58'03" W a distance of 2243.95 feet to the POINT OF BEGINNING, containing 13.767 acres of land, more or less and as shown by plat hereon.

MENDOZA ACRES

FILE: Server\Co\Wm\Surveys\Thomas Graves A-252\Mendoza\Mendoza-plat

JAMES E. GARON & ASSOC.
 PROFESSIONAL LAND SURVEYORS
 185 McAllister Road
 Bastrop, Texas 78602
 (512) 303-4185
 www.jamesegarons.com
 jgaron@austin.rr.com

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOW ALL MEN BY THESE PRESENTS

THAT WE, FELICANO D. MENDOZA AND DOLORES A. MENDOZA, OWNERS OF 13.764 ACRES OF LAND OUT OF THE THOMAS GRAVES SURVEY, ABSTRACT 252 IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO US BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2021044556 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF SAID TRACT OF LAND, DO HEREBY SUBDIVIDE 13.767 ACRE TRACT OF LAND AS SHOWN HEREON; DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON; DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MENDOZA ACRES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17TH DAY OF JUNE, 2024.

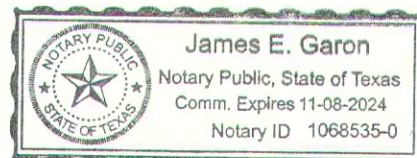
Feliciano D. Mendoza
FELICANO D. MENDOZA
9100 INGRID DR
ELGIN, TEXAS 78621

Dolores A. Mendoza
DOLORES A. MENDOZA
9100 INGRID DR
ELGIN, TEXAS 78621

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FELICANO D. MENDOZA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

James E. Garon 6-17-2024
NOTARY PUBLIC, STATE OF TEXAS

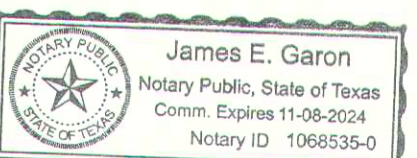
JAMES E. GARON
NAME (PRINT)
MY COMMISSION EXPIRES: NOV. 8, 2024



BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DOLORES A. MENDOZA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

James E. Garon 6-17-2024
NOTARY PUBLIC, STATE OF TEXAS

JAMES E. GARON
NAME (PRINT)
MY COMMISSION EXPIRES: NOV. 8, 2024



EDWARDS AQUIFER NOTE:

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, JAMES E. GARON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT PLAT COMPLIES WITH ALL OF THE APPLICABLE CODES AND ORDINANCES; IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

James E. Garon
JAMES E. GARON
REGISTERED PROFESSIONAL LAND SURVEYOR #4303
185 McALLISTER ROAD
BASTROP, TEXAS 78602

AUGUST 1, 2023



BASED UPON THE ABOVE REPRESENTATION OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright 6/14/2024
ADAM D. BOATRIGHT, P.E. DATE
WILLIAMSON COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 17th DAY OF June, 2024 A.D.

Teresa Baker
TERESA BAKER
WILLIAMSON COUNTY ADDRESSING COORDINATOR

NOTES:

ROAD WIDENING EASEMENTS:

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

ROADWAY CONSTRUCTION:

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) IF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

OWNER'S RESPONSIBILITIES:

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THIS TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE BEEN FINALLY ACCEPTED FOR MAINTENANCE BY THE COUNTY.

MAILBOXES:

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAYS SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

DEVELOPMENT NOTE:

THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

FLOODPLAIN NOTE:

NO PORTION OF THIS PROPERTY LIES WITHIN AN IDENTIFIED FLOOD HAZARD AREA AS SHOWN ON THE F.E.M.A. F.I.R.M. PANELS 48491C0705F & 48491C0725F, EFFECTIVE DECEMBER 20, 2019.

FLOODPLAIN RELATED NOTES:

- 1) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 2) A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- 3) MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- 5) DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
- 6) LOTS 1, 2 AND 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
- 7) THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
- 8) MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED. CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
- 9) ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY: MANVILLE WATER SUPPLY CORPORATION
WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOW ALL MEN BY THESE PRESENTS:

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HERBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTED HEREOF, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WAS ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2024 A.D. AT _____ O'CLOCK, _____M, AND DULY RECORDED IN THIS THE _____ DAY OF _____, 2024 A.D., AT _____ O'CLOCK, _____M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN WRITTEN ABOVE.

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS.

BY: _____, DEPUTY

MENDOZA ACRES

FILE: Server\Co\Wm\Surveys\Thomas Graves A-252\Mendoza\Mendoza-plat



JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
www.jamesegaron.com
jgaron@austin.rr.com

Commissioners Court - Regular Session

26.

Meeting Date: 06/25/2024

Indigent/Abandoned Burial

Submitted For: Bill Gravell

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order for Interment

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 06/20/2024

Reviewed By

Andrea Schiele

Date

06/20/2024 05:56 PM

Started On: 06/20/2024 04:01 PM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT’S REMAINS
(Saul Rangel)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Saul Rangel (SSN xxx-xx-1133) passed away on June 4, 2024, at the age of 63, while admitted at Ascension Seton Williamson Hospital, located at 201 Seton Parkway, Round Rock, Texas 78665.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased’s family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased’s body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted the authority to cremate the deceased and the costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations.

Signed and entered this 25th day of June 2024.

Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session

27.

Meeting Date: 06/25/2024

Mary Condon Recognition

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing Mary Condon for her years of service to the City of Florence.

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: Rachel Rull

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 11:47 AM

Started On: 06/20/2024 11:25 AM

Commissioners Court - Regular Session

28.

Meeting Date: 06/25/2024

HUD ESG and HOME Funds

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Emergency Shelter Grant (ESG) funding and HOME Investment Partnerships Program (HOME) funding from the Department of Housing and Urban Development.

Background

This request is to determine if the Commissioners Court will accept or decline ESG and HOME funds from HUD. The county received funding notification on June 10, 2024 and has 30 days to respond. The county is currently developing the CDBG Five-Year Consolidated Plan. This plan should include information regarding these funds IF the county chooses to accept them. Understanding how the court would like to proceed with ESG and HOME funds will allow for a more efficient process and submission of the Consolidated Plan to HUD by the required deadline.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ESG and HOME Funds

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 08:54 AM

Started On: 06/19/2024 08:00 AM

Emergency Solutions Grants Program (ESG)

Estimated Amount: \$162,125

7.5% max for Administration

Eligible Activities:

Engage homeless individuals and families living on the street;

Improve the number and quality of emergency shelters for homeless individuals and families;

Help operate these shelters;

Provide essential services to shelter residents;

Rapidly re-house homeless individuals and families; and

Prevent families and individuals from becoming homeless.

ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities (up to 7.5% of a recipient's allocation can be used for administrative activities).

Matching Fund Requirement:

Metropolitan city and urban county recipients must match grant funds with an equal amount of contributions, which may include cash, donated buildings or materials, and volunteer services. Match requirement can be fulfilled by subrecipient.

HOME Investment Partnerships Program (HOME)

Estimated Amount: \$594,780

10% max for Administration

To get started:

If the jurisdiction receives a final HOME allocation of \$500,000 or more, but less than \$750,000, it may qualify as a HOME participating jurisdiction only if the State in which the jurisdiction is located authorizes HUD to transfer to the jurisdiction a portion of the State's HOME allocation or the State, the jurisdiction, or both, make available their own resources to make up the difference between jurisdiction's formula allocation and \$750,000 (24 CFR § 92.102(b)). This participation threshold is a one-time requirement. Estimated amount needed from State and/or County is \$155,220.

Eligible Activities:

Participating jurisdictions may choose among a broad range of eligible activities, using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; build or rehabilitate housing for rent or ownership; or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvement, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses. PJs may use HOME funds to provide tenant-based rental assistance contracts of up to 2 years if such activity is consistent with their Consolidated Plan and justified under local market conditions. This assistance may be renewed. Up to 10 percent of the PJ's annual allocation may be used for program planning and administration.

HOME-assisted rental housing must comply with certain rent limitations. HOME rent limits are published each year by HUD. The program also establishes [maximum per unit subsidy limits](#) and [homeownership value limits](#).

Matching Funds Requirement:

All Participating Jurisdictions (PJs) must contribute or match no less than 25 cents for each dollar of HOME funds spent on affordable housing. As PJs draw funds from HOME Investment Trust Funds, they incur a *match liability*, which must be satisfied by the end of each federal fiscal year. The matching contribution adds to the resources available for HOME-assisted or HOME-eligible projects, and must come in the form of a permanent contribution to affordable housing. Generally, investments from state or local governments or the private sector qualify as matching contributions, whereas federal funds (such as CDBG) do not qualify. Eligible sources of a match for HOME funds include: cash; donated construction materials or volunteer labor; value of donated land or real property; value of foregone interest, taxes, fees, or charges levied by public or private entities; investments in on- or offsite improvements; proceeds from bond financing; the cost of supportive services provided to families living in HOME units; and the cost of homebuyer counseling to families purchasing HOME-assisted units.

Commissioners Court - Regular Session

29.

Meeting Date: 06/25/2024

FY 2024-2028 ConPlan and Action Plan

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant 2024 proposed projects to be included in the 2024 Action Plan.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY24 funding allocation of \$2,115,309 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. This is a request for the approval of the 2024 proposed projects to be included in the Annual Action Plan. The attached "FY24 Recommended CDBG Projects" is for your review. Projects listed in this document will be included in the FY24 Annual Action Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY24 Recommended Projects

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 10:21 AM

Started On: 06/19/2024 10:42 AM

**Community Development Block Grant FY24
Recommended Projects
Allocation \$2,115,309**

City of Georgetown Home Repair Program

Project will assist approximately 7 eligible households who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

Funding Requested: \$50,000

Estimated Funding for FY24: \$50,000

Annual Goals: Increase Access to Affordable Housing

Target Areas: City of Georgetown

Priority Needs Addressed: Housing Rehabilitation

Goal Outcome Indicator: 7 Households

Georgetown Housing Authority Rehab Project

Electrical Upgrades are needed to bring Stonehaven, public housing electrical to code (52 Units).

Provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Install GFCI's. Replace riser pipes to meter cans.

Replacement of Exterior pad-mounted fused distribution panels.

The City of Georgetown owns the transformers, The Georgetown Housing Authority is responsible for the following:

The exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers are extremely weather worn with signs of interior and exterior cabinet rust and rusted bottoms. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel.

The external metal service entrance conduits need to be grounded at the panels and conduit needs to be re-worked.

Funding Requested: \$440,158.00

Estimated Funding for FY24: \$440,158.00

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: Georgetown Housing Authority

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 52 Households

City of Georgetown Sidewalk Project

Sidewalk improvements to the Old Town Southwest area. Furnish and install concrete sidewalk consisting of approximately 23,260 linear feet of 5-foot-wide sidewalk measuring 4" thick.

Funding Requested: \$400,000

Estimated Funding for FY24: \$240,000

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Georgetown

Priority Needs Addressed: Improve Public Facilities/Infrastructure

Goal Outcome Indicator: 1795

Granger Housing Authority Plumbing

Rehabilitating and improving the condition of housing affordable to lower-income households through reconfiguring and replacing kitchen sink drains in each of 13 public housing units and bathtub drains in 26 public housing units.

Funding Requested: \$62,500

Estimated Funding for FY24: \$62,500

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: Granger Housing Authority

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 26 Households

City of Granger Wastewater

Surveying, inspection, engineering design, and construction of approximately 1,000 linear feet of wastewater line to identify infiltration and inflow locations.

Funding Requested: \$355,010.00

Estimated Funding for FY24: \$81,000

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Granger

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 715 People

Habitat for Humanity of Williamson County Home Repair Program

Project will assist approximately 30 eligible households who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

Funding Requested: \$240,000

Estimated Funding for FY24: \$240,000

Annual Goals: Increase Access to Affordable Housing

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Housing Rehabilitation

Goal Outcome Indicator: 30 Households

Hill Country Community Ministries/Social Service Rental and Utility Assistance

Rental and utility assistance to income qualified households.

Funding Requested: \$50,000

Estimated Funding for FY24: \$25,000

Annual Goals: Public Services/Housing Assistance

Target Areas: Western Williamson County

Priority Needs Addressed: Non-Homeless Special Needs

Goal Outcome Indicator: 50 Households

Williamson County Crisis Center dba Hope Alliance/Social Service to Victims of Domestic Violence

Hope Alliance is requesting funds to provide lifesaving support and intervention services in Williamson County. Assistance to victims of family and sexual violence in breaking the cycles of abuse through individualized, trauma-informed, and hope-centered direct services. Services, offered at no cost, include Hotline Assistance, Crisis Chat, Crisis Intervention, Intake, Safety Planning, Court Accompaniment, Hospital Accompaniment, Law Enforcement Accompaniment, Legal Assistance, Peer Support, Adult Counseling, Child Counseling, Family Counseling, Support Groups, Therapeutic Group, Community Education, Expert Witness Testimony, and Nights of Safety, which provide food, clothing, toiletries, and transportation.

Funding Requested: \$50,000

Estimated Funding for FY24: \$50,000

Annual Goals: Public Services/Domestic Violence Services

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Domestic Violence Services

Goal Outcome Indicator: 68 People

Impact Counseling Services/Social Service

To provide access to mental health services to students, families, and school staff during the school day. Students, families, and school staff will have access to licensed mental health professionals to support with individual, group, and family counseling services, crisis support, case management, and psychiatry services. This is at no cost to the students, families, and staff.

Funding Requested: \$60,000

Estimated Funding for FY24: \$60,000

Annual Goals: Public Services/Health and Mental Health Services

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Health and Mental Health Services

Goal Outcome Indicator: 88 People

Operation Liberty Hill/ Social Service Homeless Emergency Shelter

Temporarily house in local hotels (1-2 weeks depending on the situation) when the weather is extremely cold or extremely hot; for people living in a place not meant for human habitation; for people coming out of an emergency shelter; for people who need transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters; for people who had been in any of the previous three places but is spending 30 days or less in a hospital or other institution; for people who are being evicted within a week from a private residence and they have nowhere else to go nor the resources or support to get housed; for people who are being discharged from an institution where they resided for more than 30 consecutive days and have nowhere else to go nor the resources or support to get housed; and, people fleeing a domestic violence situation with nowhere else to go nor the resources or support to get housed.

Funding Requested: \$71,500

Estimated Funding for FY24: \$20,000

Annual Goals: Public Services/Emergency Shelter

Target Areas: City of Liberty Hill

Priority Needs Addressed: Emergency Shelter

Goal Outcome Indicator: 50 people

City of Taylor

The proposed water line improvements would replace existing undersized, 2-inch water mains, which do not meet current standards. These water mains also break often and require frequent repairs. The new line waterline will be approximately 1,100 linear feet (LF) of 8" waterline. The project would improve conditions to benefit households in the project vicinity, 5th and Murphy in Taylor TX.

Funding Requested: \$889,650.00

Estimated Funding for FY24: \$659,000

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Taylor

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 15,840 people

Yesterday's Gone/Social Service to Victims of Domestic Violence

To provide medical and counseling support to abused and neglected victims of domestic violence in Williamson County, Texas. Specifically, CBDG funds are requested to provide Williamson County domestic violence victims – women and their children - with intake services, emergency counseling services including transportation to appointments, coaching, and referral coordination.

Funding Requested: \$58,175

Estimated Funding for FY24: \$20,000

Annual Goals: Public Services/Domestic Violence Services

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Domestic Violence Services

Goal Outcome Indicator: 34 People

Program Administration

Estimated Funding for FY24: \$167,651

Alternate Project FY24 CDBG Funding

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is \$25,000 or less, or
- the increase or decrease exceeds 25% change in federal funding where the project is more than \$25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects

Jarrell Street Project

The proposed project area begins at the intersection of N. 5th Street and Avenue C, then extends south along 5th Street five blocks to Avenue H. The existing roadways are two-lane residential roads with inconsistent and sometimes undefined lane widths. It is understood that the City wishes to perform a full-depth reconstruction of the existing pavement. This would involve tearing up and removing all existing asphalt and any base material down to natural soil. The natural soil would then be compacted, and new crushed limestone and surface asphalt installed as a new roadway surface. Concrete ribbon curbs are planned on both sides of the road to keep the edge of the new roadway from raveling away. The project length would be up to approximately 1,850 linear feet. The planned scope does not include any proposed changes to profiles/grades, additional lanes, turn lanes, alignment changes, drainage inlets, or replacement/improvements to any utilities.

Funding Requested: \$973,154.61

Estimated Funding for FY24: \$0

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Jarrell

Priority Needs Addressed: Improve Public Facilities/Infrastructure

Goal Outcome Indicator: 560 people

City of Georgetown Flood Remediation

Quail Valley Drive experiences flooding from West Fork Smith Branch. Stormwater ponds south of the crossing along the west and east sawtooth curb lines. Recommendations to remove standing water from the roadway after storm events is to construct a concrete flume or mow strip along the back side of the sawtooth curbs to convey water to the West Fork Smith Branch and to provide separation from tall grass growing along the curb line and preventing water flow through the sawtooth curb. Southwestern Blvd also experiences flooding from Smith Branch. Implementing a system of warning signs along Southwestern Blvd will inform drivers and citizens about the potential for flood hazard along the street. The signage solution is a cost-effective solution that will enhance safety along this roadway without major infrastructure improvements.

Funding Requested: \$35,000

Estimated Funding for FY24: \$0

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Georgetown

Priority Needs Addressed: Improve Public Facilities/Infrastructure

Goal Outcome Indicator: 5165

Hutto Resource Center/ Social Services

The Healthy Hippos program will focus on increasing the physical, mental, and financial wellness of our community by providing services that address the identified needs. Services could include mental health services, nutrition classes, financial management/budgeting workshops.

Funding Requested: \$32,900

Estimated Funding for FY24: \$0

Annual Goals: Public Services

Target Areas: City of Hutto

Priority Needs Addressed: Non-Homeless Special Needs

Goal Outcome Indicator: 84 People

City of Liberty Hill Park Project

The City of Liberty Hill, in collaboration with the Texas Parks and Wildlife Department, is embarking on an exciting initiative to transform an underutilized site into a vibrant community park. The "Heart of the Park" project aims to enhance the quality of life for residents by providing accessible and inclusive recreational opportunities, fostering community engagement, and preserving the natural beauty of the area.

The focal point of the project is the development of Liberty Hill's first public amphitheater and community green space.

Funding Requested: \$750,000

Estimated Funding for FY24: \$0

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Liberty Hill

Priority Needs Addressed: Improve Public Facilities/Infrastructure

Goal Outcome Indicator: 750 people

United Way for Greater Austin/ Social Service

This project aims to leverage the Pathways Community HUB* community health worker (CHW) model to support parents and families of children who have come into contact with the juvenile justice system. By providing comprehensive care coordination and connecting families to critical community services, the project seeks to stabilize family environments, enhance parental support, and reduce recidivism among youth.

Funding Requested: \$178,200

Estimated Funding for FY24: \$0

Annual Goals: Public Services

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Wrap Around Services

Goal Outcome Indicator: 216 people

United Way for Greater Austin/ Social Service

The Pathways Community Hub in Williamson County is a comprehensive, care coordination initiative designed to support pregnant and postpartum mothers and their families by connecting them to existing community health and social services. The Hub aims to enhance maternal and infant health outcomes through a holistic, community-centered approach that addresses both medical and non-medical drivers of health such as transportation, housing, access to food, health care and community services. By leveraging local resources and fostering collaborative partnerships, the Hub will provide tailored support and services to ensure healthy pregnancies, safe deliveries, and robust postpartum care, setting up new families on a stable path and positive health outcomes while teaching them how to navigate community resources and health care options in Williamson County.

Funding Requested: \$160,000

Estimated Funding for FY24: \$0

Annual Goals: Public Services/Health Services

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Health Services

Goal Outcome Indicator: 160 people

City of Weir

The Weir Community Center is the Emergency Shelter for the community. A Generac generator is needed to serve the needs of the residents in the event of a disaster.

Funding Requested: \$29,984.00

Estimated Funding for FY24: \$0

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Weir

Priority Needs Addressed: Improve Public Facilities/Infrastructure

Goal Outcome Indicator: 600 people

Williamson County and Cities Health District/ Social Service

To provide diabetes and high cholesterol testing and increase preventative visit utilizations such as health education and routine office visits.

Funding Requested: \$20,000

Estimated Funding for FY24: \$0

Annual Goals: Public Services/Medical

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Medical Services

Goal Outcome Indicator: 40 people

Williamson County Crisis Center dba Hope Alliance

Hope Alliance is seeking funding to build a new playscape in the courtyard of the upcoming Hope Center in Leander, TX. This playscape will provide a safe and secure environment for children at the shelter to play, allowing them to experience normal childhood activities while they process trauma. Ensuring that children affected by violence have the chance to be children is crucial for their emotional recovery.

Funding Requested: \$78,004.86

Estimated Funding for FY24: \$0

Annual Goals: Public Facility Improvements

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Public Facility Improvements

Goal Outcome Indicator: 474 People

Yesterday's Gone/Social Service to Victims of Domestic Violence

The funds will support emergency childcare; local transportation for clients to get to school, work, and appointments; participation in community events; training in self-defense, yoga, financial literacy, and driver's education; as well as client- training like trauma-informed care and de-escalation techniques. Funding will also help facilitate resource education and coordination meetings with local organizations to improve services.

Funding Requested: \$119,369.00

Estimated Funding for FY24: \$0

Annual Goals: Public Services/Domestic Violence Services

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Domestic Violence Services

Goal Outcome Indicator: 16 People

Yesterday's Gone/Social Service to Victims of Domestic Violence

To provide housing supplies and essentials to Williamson County domestic violence victims – women (and their children) who are enrolled in the Yesterday's Gone transitional program. Funds will be used on allowable CDBG items such as housing supplies (office, school, recreational, housekeeping) and essentials such as towels, drinking glasses, dishes, eating utensils, cribs, and bedding.

Funding Requested: \$23,040.00

Estimated Funding for FY24: \$0

Annual Goals: Public Services/Domestic Violence Services

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Domestic Violence Services

Goal Outcome Indicator: 16 People

Commissioners Court - Regular Session

30.

Meeting Date: 06/25/2024

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson

Submitted By: Jenifer Favreau, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This transfer is necessary in order to effectively continue road construction and maintenance operations for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0200-0210-003599	Road Constr./Maint.	\$1,455,000.00
From	0200-0210-000777	Transfer to Cap. Projects-P487	\$100,000.00
From	0200-0210-000777	Transfer to Cap. Projects-P618	\$55,000.00
From	0200-0210-003550	Asphalt	\$800,000.00
From	0200-0210-003597	Roadway Rehab	\$400,000.00
From	0200-0210-003551	Base & Stabilizer	\$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/20/2024 11:31 AM

06/20/2024 11:37 AM

Started On: 06/20/2024 11:20 AM

Commissioners Court - Regular Session

31.

Meeting Date: 06/25/2024

Approval of Service Agreement for The Diana Screen Access License and Screening with Abel Screening, Inc. for Juvenile Services

Submitted For: Joy Simonton

Submitted By: Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving # 2024213 Service Agreement between Williamson County and Abel Screening, Inc. for the purchase of The Diana Screen Access License and Screening in the amount of \$4,549.00 and authorizing the execution of the Agreement.

Background

The Diana Screen utilizes information from the screen-taker’s responses to questions and provides a pass or fail result. The Diana Screen is not a definitive screen; it is a screen to reduce sexual risk to children and teens. It should be used as one part of an agency’s overall application/interview/screening process. Screen-takers who receive a fail result may be referred for a comprehensive evaluation to determine if the result was a false-positive or if the individual is a true risk for sexual misconduct with children and teens. In order to assist youth-serving agencies in assessing an applicant’s risk of sexual misconduct and ability to observe sexual boundaries with children and teens. The approval of this purchase will benefit Williamson County Juvenile Services and the youth in the amount of \$4,549.00 for FY24 Budget, Funding source 01.0100.0576.003011. The department point of contact is Ashley Culin.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

The Diana Screen Service Agreement
1295 Form Redacted

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Koren Shannon
Final Approval Date: 06/20/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/19/2024 10:49 PM
06/20/2024 08:37 AM
Started On: 06/13/2024 09:44 AM



**THE DIANA SCREEN®
ACCESS LICENSE AND SCREENING SERVICES AGREEMENT**

THIS ACCESS LICENSE AND SCREENING SERVICES AGREEMENT, for an Abel Screening pre-employment child protection screen called The Diana Screen®, made and entered into as of the later of the two dates set forth beneath the signatures of the parties below (the “effective date”), by and between **ABEL SCREENING, INC.**, a Georgia corporation (hereinafter referred to as "ASI"), with its principal place of business at 1151 Harbor Bay Parkway, Suite 121, Alameda, CA 94502, and **WILLIAMSON COUNTY JUVENILE SERVICES**, (hereinafter referred to as "Licensee"), with its principal place of business at 200 Wilco Way, Georgetown, TX 78626.

W I T N E S S E T H:

WHEREAS, ASI has developed certain proprietary programs for gathering data to be processed by ASI in order to assist youth-serving agencies in assessing an applicant’s risk of sexual misconduct and ability to observe sexual boundaries with children and teens. THE DIANA SCREEN® is a risk reduction instrument that renders a pass or fail result.

THE DIANA SCREEN® utilizes information from the screen-taker’s responses to questions and provides a pass or fail result. THE DIANA SCREEN® is not a definitive screen; it is a screen to reduce sexual risk to children and teens. It should be used as one part of an agency’s overall application/interview/screening process. Screen-takers who receive a Fail result may be referred for a comprehensive evaluation to determine if the result was a false-positive or if the individual is a true risk for sexual misconduct with children and teens. This Internet accessible program is called THE DIANA SCREEN® (hereinafter referred to and interchangeably as the “THE DIANA SCREEN®” or “PROGRAM”);

WHEREAS, Licensee desires to license from ASI, and ASI is willing to grant Licensee a license with respect to THE DIANA SCREEN® and related materials on the terms and conditions provided below; and

WHEREAS, Licensee desires ASI, and ASI is willing, to process certain information gathered by Licensee through use of THE DIANA SCREEN® and related materials;

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Grant of License

ASI hereby grants to Licensee a personal, non-exclusive, royalty-free, and non-transferable (subject to compliance with Licensee's obligations below) annual license to use THE DIANA SCREEN®, an Internet Accessible Software Application subject to the terms, conditions and limitations set forth herein (the "License"). (THE DIANA SCREEN® Program and any Information Sheets or Guides are sometimes referred to in this Agreement as the "Licensed Materials."). License is effective for one year.

2. Scope of Use

Licensee may not copy or otherwise reproduce THE DIANA SCREEN® program. Licensee shall not reverse-assemble, reverse-compile, or unlock THE DIANA SCREEN® in whole or in part for any reason. Licensee may relocate the Licensee location but shall promptly notify ASI in writing of the new location.

3. Sublicensing

Licensee shall **not** have the right to sublicense any of the Licensed Materials to others without the prior written permission of ASI.

4. Access License Fee

In consideration for the grant of the License, Licensee shall pay ASI the sum of \$4,000.00 for up to 100 Diana Screens® for the term of July 1, 2024 to June 30, 2025 (the "License Fee"). **See Attachment A, incorporated herein, for the complete pricing structure.**

5. Additional Fees

In consideration of this License, Licensee shall pay ASI for Set Up/Administration and Training fees. Pricing for all fees is located in Attachment A. Corresponding fees are due prior to the beginning of each contract year. Non-payment of fees may cause a suspension of screening ability.

6. Acceptance of Program

Licensee shall have thirty (30) days following receipt from ASI of Program Access in which to accept or reject that THE DIANA SCREEN® operates substantially in accordance with the specifications and performance standards set forth in the Documentation described on said Schedule 1 (see page 8). In the event Licensee fails to reject THE DIANA SCREEN® within such thirty (30) day period by providing ASI with a notice of written rejection listing the alleged defect or noncompliance, THE DIANA SCREEN® program will be deemed accepted. In the event Licensee provides such written rejection notice, the parties agree to cooperate in good faith for a period not to exceed an additional thirty (30) days to attempt to resolve any acceptance issues.

7. Enhancements

- (a) Should ASI enhance, modify, improve and/or rewrite THE DIANA SCREEN® program following the Acceptance Date, Licensee shall be entitled to utilize updates of THE DIANA SCREEN®. Enhancements made by ASI may be done without notice to Licensee.
- (b) Licensee may not enhance, modify, improve or rewrite THE DIANA SCREEN®. Should Licensee enhance, modify, improve and/or rewrite the Program at any time, Licensee agrees that any such enhancements, modifications, improvements, rewrites or additions to the Program by the Licensee shall become the sole property of ASI at no charge to ASI. ASI and Licensee agree that any modifications to or enhancements of the Program made by Licensee shall be works made for hire, and Licensee hereby transfers to ASI any and all interest Licensee may otherwise have in the Program or any such modifications thereto or enhancements thereof. Licensee shall execute any document or instrument reasonably necessary to establish or confirm ASI's ownership of the Program or any modifications thereto or enhancements thereof. ASI shall retain exclusive title to all Licensed Materials, including copies, translations, compilations and partial copies, if any.

8. Technical Support

ASI shall make trained personnel available to Licensee's Primary Administrator by telephone during business hours (9:00 a.m. to 7:00 p.m. Eastern Time, Monday through Friday, holidays excepted; hereinafter referred to as a "Business Day") for a discussion of, and assistance in correcting, any problems perceived by Licensee to constitute defects, malfunctions, failures, bugs, misstatements and any and all other failures of the Program to conform to the Specifications. Such assistance will be rendered to Licensee at no cost for the term of this Agreement.

9. Collection and Analysis of Screen Data

ASI agrees to analyze all data gathered from each screen-taker through use of the Licensed Materials by Licensee and submitted to ASI and to issue a written pass/fail report ("THE DIANA SCREEN® Report") identifying each screen-taker solely by an identification number to Licensee and for confidentiality thereon subject to each of the following conditions:

- (a) Licensee shall use the Licensed Materials and gather the required information with respect to each screen-taker in strict accordance with the Documentation.

- (b) Licensee shall submit such information to ASI, and not to any other person or entity, for analysis.
- (c) Only upper level management and/or human resources personnel can be considered a Primary Administrator who will have access to the Licensee's Account and Pass/Fail results with respect to each screen-taker and Licensee shall provide ASI with written documentation of this individual's "right to access." Use Attachment C to designate the person that is Licensee's "Primary Administrator:"

Licensee shall provide ASI written notice of any substitute Primary Administrator, providing and certifying as to the accuracy of the information indicated above with regard to such persons and authorizes ASI to verify this information for the purpose of screen security and confidentiality.

Subject to the foregoing conditions, ASI shall analyze data that is submitted to it by Licensee and that has been gathered from each screen-taker through use of and in accordance with all instructions contained in the Licensed Materials, and ASI shall make available THE DIANA SCREEN® Report to Licensee thereon within twenty-four (24) hours of delivery of such information ("Analysis Services") unless circumstances beyond the control of ASI interrupt, prohibit, or otherwise prevent the transfer of data via the Internet.

10. Confidentiality

- (a) For purposes of this Agreement, "Confidential Information" shall mean information or material proprietary to ASI or designated as "Confidential Information" by ASI, and not generally known by non-ASI personnel, which Licensee may obtain knowledge of or access to as a result of its use of or exposure to THE DIANA SCREEN® Program, Licensed Materials, and the Documentation. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): all documentation (including the Documentation and Licensed Materials) and other tangible or intangible discoveries, ideas, concepts, software, designs, drawings, specifications, techniques, models, information, source code, object code, diagrams, flow charts, procedures and "know-how" comprising all or any portion of the Program or the Documentation, or revealed to Licensee in connection with any negotiations or testing of the same. Confidential Information also includes any information described above that ASI obtains from another party that ASI treats as proprietary or designates as Confidential Information, whether or not owned or developed by ASI. Information publicly known and that is generally employed by the computer software industry or any profession at the time that Licensee learns of such information or knowledge shall not be deemed part of the Confidential Information.
- (b) Licensee shall not directly or indirectly disclose, display, provide, transfer or otherwise make available all or any part of the Confidential Information or the Licensed Materials to any person or entity at any time during the period in which Licensee has access to the Confidential Information and the Licensed Materials or thereafter, unless Licensee has received prior written permission from ASI. Licensee shall not make copies of the Confidential Information, the Licensed Materials or any portion thereof. At no time and under no circumstances shall Licensee reverse-engineer, decompile or disassemble the Program or the Confidential Information or attempt to use the Program in any form. Licensee shall allow only its designated employees to have access to the Confidential Information and the Licensed Materials. Licensee shall not provide access to the Confidential Information or the Licensed Materials to any third parties, including consultants and independent contractors.
- (c) Upon the termination of this Agreement in accordance with Section 12, Licensee shall return to ASI all Licensed Materials and all other materials of any nature whatsoever provided by ASI to Licensee. Upon the request of ASI, Licensee shall certify in writing that all Licensed Materials and other such materials have been returned to ASI. In addition, Licensee agrees to erase, delete or destroy any notes, magnetic media or other computer storage, including system backups that contain any Licensed Materials or Confidential Information copied or derived from Licensed Materials and the Confidential Information.
- (d) Licensee acknowledges that ASI, because of the unique nature of the Confidential Information and the Licensed Materials, would suffer irreparable harm in the event that Licensee breached its obligations under this Section 10, in that monetary damages would be inadequate to compensate ASI for such a breach. The parties agree that in such circumstances ASI shall be entitled, in addition to monetary relief, to injunctive

relief as may be necessary to restrain any continuing or further breach by Licensee, without the need to show or prove that ASI has sustained any actual damages.

- (e) ASI also acknowledges the importance of keeping the Licensee's information confidential. ASI has strict confidentiality procedures that insure confidentiality for all screen-takers. The screen-takers' information is sent to us--with no identifying information. Each screen is sent with two sets of numbers: the first number identifies the screen-taker; the second number identifies the agency giving the screen. No employee of ASI will have access to any name associated with any Diana Screen®. No data from the Licensee will be identified as the Licensee's data without the Licensee's permission. Only the Licensee can link that number and the screen-taker's name to their pass/fail result.

11. ASI Employees

During the term of this Agreement and for twelve (12) months after any termination hereof, Licensee shall not solicit to employ or employ any person employed by ASI.

12. Termination

Notwithstanding the otherwise noted terms of the license granted hereby, this Agreement shall terminate at the option of either party upon the failure of the other party to perform or observe any covenant or obligation set forth in this Agreement, (including the use or attempted use by Licensee of any party other than ASI to perform Analysis Services), each of which shall be deemed material, provided the non-performing party has been given written notice and thirty (30) days' opportunity to cure such failure and cure has not been effected within such period; provided, further, that in the event Licensee fails to pay for any Analysis Services requested hereunder, this Agreement shall not terminate and shall remain in full force, but ASI shall have no obligation to perform such services. Upon any termination of this Agreement or the license granted hereunder, Licensee shall cease using THE DIANA SCREEN® and shall return to ASI, or at ASI's direction, destroy the original and all copies of the Documentation and any other Licensed Materials provided by ASI, and, if such termination arises due to the actions of Licensee, Licensee shall not be entitled to any refund of the License Fee. The obligations of Licensee set forth in the sections of this Agreement entitled "Scope of License," "Title and Ownership" and "Confidentiality" shall continue in full force and effect upon any termination of this Agreement. Additionally, ASI shall have the right to terminate this agreement without cause during the term of this Agreement.

13. Customer Reference

Licensee agrees to participate as a customer reference for the Licensed Materials by (a) allowing ASI to refer to Licensee as an account of ASI; (b) agreeing to be interviewed for at least one article that may be published in an industry, scientific or professional publication; and (c) allowing ASI to use Licensee's name on promotional materials.

14. Research and Development Use of Data

ASI shall have the right to incorporate any and all data Licensee submits to ASI pursuant to this Agreement into ASI's own archival computer database, but without identifying the subject from whom such data was derived, for purposes of both future research regarding the understanding of sexual behavior in general and the future development of new behavioral or psychological screening products. The collected data will be archived for future use and when used will be used only in the aggregate with thousands of other responses collected from numerous treatment sites and/or youth-serving agencies across the United States. Licensee hereby consents to the use of such data for such purposes and releases ASI both from any liability or responsibility for such uses and from any claim upon ASI for financial remuneration with respect to the development and sale of any such products.

15. Screen-Taker Consent

Prior to administering any screen to such screen-taker contemplated by this Agreement, Licensee must inform the screen-taker of the consent they will grant via Internet signature that states:

The Diana Screen® Consent

By clicking 'Next,' you are giving consent to take The Diana Screen®.

The Diana Screen® is a sexual risk screening tool to protect children. You will also be giving your consent for your answers, without your name or identifying information, to be collected for research purposes to protect children.

I agree to take The Diana Screen®.

I understand that:

- My answers to the questions will NOT be seen by anyone at this organization.
- My Diana Screen® will be identified by a number only. My name will NOT appear.
- My pass/fail results will be used as part of the organization's decision on whether I may work or volunteer.
- My answers will go to Abel Screening, Inc. in Atlanta, GA for scoring.
- Abel Screening, Inc. will use my answers without my name for research to protect children.
- I understand and agree that I won't sue Abel Screening, Inc.

Thank you for helping protect children.

16. Warranties

- (a) ASI warrants that THE DIANA SCREEN® shall, from the Acceptance Date and for a period of ninety (90) days thereafter, operate substantially in accordance with the specifications therefore set forth in the Documentation described on Schedule 1 hereto. In the event that THE DIANA SCREEN® Program is defective during such period, the Licensee shall provide ASI with written notice of the claimed defect, error, malfunction or "bug" (a "Defect") and information sufficient to permit ASI to recreate the Defect. ASI shall use its best efforts to cure said Defect within a reasonable period of time. This shall be the Licensee's sole and exclusive remedy. This warranty shall not apply if (i) the Program was not used in accordance with ASI's then-current published specifications; (ii) the Program was altered, modified or converted by the Licensee; or (iii) any other cause within the control of the Licensee caused the Defect. The foregoing warranty does not extend to the operation of the Program on any hardware configuration, or in any operating environment, other than the ASI's then current published specifications.
- (b) Licensee acknowledges that all data submitted to ASI in accordance with Section 9 will be compared by ASI with statistical information compiled from results of its own research on particular individuals and that, while it believes there may be a correlation between such information and similar data relating to other individuals, ASI DOES NOT WARRANT THAT THE LICENSED MATERIALS WILL MEET LICENSEE'S REQUIREMENTS OR THE STANDARDS OF MEDICAL OR PSYCHOLOGICAL PROFESSIONALS OR THAT ANY OF THE DIANA SCREEN® REPORTS DELIVERED TO LICENSEE BY ASI PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE SUITABLE FOR ANY PURPOSE OR ACCURATE AS A PREDICTOR OR INDICATOR OF ANY PSYCHOLOGICAL CONDITION. LICENSEE SHALL ASSUME ALL RISKS ASSOCIATED WITH ADOPTING THE LICENSED MATERIALS AND USING THE DIANA SCREEN® REPORTS IN LICENSEE'S ORGANIZATION. LICENSEE IS EXERCISING LICENSEE'S OWN JUDGMENT IN AGREEING TO SO USE THE LICENSED MATERIALS AND THE DIANA SCREEN® REPORTS, AND LICENSEE REPRESENTS TO ASI THAT LICENSEE OR THE PRIMARY ADMINISTRATOR VIEWING REPORTS, ADMINISTERING THE SCREEN, AND AUTHORIZING ADDITIONAL ADMINISTRATORS HAS THE TRAINING, SKILL AND JUDGMENT NECESSARY TO MAKE SUCH DETERMINATION.
- (c) ASI DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THIS PROGRAM WILL OPERATE ERROR-FREE OR THAT THE PROGRAM WILL OPERATE UNINTERRUPTEDLY OR THAT IT WILL OPERATE IN COMBINATION WITH OTHER PROGRAMS (EXCEPT AS

PERMITTED BY ASI'S THEN-CURRENT PUBLISHED SPECIFICATIONS) OR THAT ALL PROGRAM DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation of Liability

EXCEPT AS WARRANTED BY ASI IN SECTION 16 HEREOF, ASI SHALL HAVE NO LIABILITY TO LICENSEE OR ANY OTHER INDIVIDUAL OR ENTITY, WHETHER OR NOT CONNECTED WITH LICENSEE, INCLUDING ANY PROSPECTIVE OR CURRENT VOLUNTEER, EMPLOYEE, CLIENT OR CUSTOMER OF LICENSEE, FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OF THIS AGREEMENT OR ARISING OUT OF OR IN CONNECTION WITH (A) THE DEFICIENCY OR INADEQUACY OF THE LICENSED MATERIALS OR THE DIANA SCREEN® REPORTS FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LICENSEE; (B) THE USE OR PERFORMANCE OF THE LICENSED MATERIALS, THE DIANA SCREEN® REPORTS OR ANY FILES, DATA OR COMPUTER SYSTEMS RELATED THERETO OR USED IN CONNECTION THEREWITH; (C) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE LICENSED MATERIALS, OR ANY FILES, DATA OR OTHER COMPUTER SYSTEMS; (D) ANY PROGRAM FAILURE; OR (E) ANY LOST PROFITS OR SALES, BUSINESS, CIVIL OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND OR NATURE RESULTING FROM THE FOREGOING. EXCEPT FOR ACTIONS BROUGHT UNDER PARAGRAPH (a) OF SECTION 18 BELOW ENTITLED "INDEMNIFICATION," AND EXCEPT FOR CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE RESULTING DIRECTLY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ASI, ASI'S LIABILITY FOR ALL CLAIMS THAT ARISE OUT OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE LICENSE FEE PAID BY LICENSEE TO ASI FOR PROGRAM ACCESS.

18. Indemnification

- (a) Notwithstanding Section 17 hereof, entitled "Limitation of Liability," ASI shall indemnify and hold Licensee harmless from any damages or costs incurred by Licensee for any action based on any infringement of a patent or copyright as a result of Licensee's use of THE DIANA SCREEN® if: (a) Licensee notifies ASI promptly in writing of any such claim or suit against Licensee, cooperates fully with ASI, and permits ASI to defend or settle such claim or suit on behalf of Licensee; (b) Licensee did not use THE DIANA SCREEN® with other software except as permitted by ASI's then-current published specifications; and (c) Licensee complied with all the material terms and conditions of this Agreement. If the use of the Program is enjoined as a result of such action, ASI shall use its best efforts: (x) to obtain for Licensee the right to continue using the Program; or (y) to modify the Program so that it no longer infringes but possesses its original functionality. In the event that, despite the exercise of its best efforts, ASI is unable to effect either (x) or (y), it shall refund to Licensee that portion of the aggregate license access fee hereunder with respect to the Program which the number of whole months following the date on which the infringement first occurred bears to twelve (12) months. Notwithstanding the foregoing, ASI shall have no liability for any claims arising out of (a) the use of the Program where the infringement arises out of a modification created by Licensee; or (b) any infringement caused by the use of the Program in combination with any third-party product that is not approved by ASI. THIS PARAGRAPH STATES THE SOLE LIABILITY OF ASI FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND AND IS IN LIEU OF ANY OTHER WARRANTY AGAINST SUCH INFRINGEMENT, EXPRESS, STATUTORY, OR IMPLIED.
- (b) ASI shall not be responsible for any failure by Licensee to use professional care in the use and validation of the results produced by the Program and THE DIANA SCREEN® Reports including Licensee's failure to keep THE DIANA SCREEN® Reports confidential. Licensee shall indemnify and hold harmless ASI, its officers, directors, employees, successors and assigns from and against any and all claims, liabilities, costs and damages arising out of or in any manner connected with Licensee's medical or professional malpractice and negligence, violations of privacy, defamation, and employment laws, or willful misconduct causing personal injury or property damage to ASI.

19. Applicable Law

This Agreement shall be governed by the laws of the State of Texas.

20. Entire Agreement

This Agreement and the Schedules attached hereto constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all prior agreements, representations, negotiations, and understandings between the parties.

21. Amendments

No amendment to this Agreement shall be effective unless it is in writing signed by the parties hereto.

22. Headings Not Controlling

Headings used in this Agreement are for reference only and shall not be deemed a substantive part of this Agreement.

23. Assignment

ASI may assign all ASI's rights and obligations under this Agreement to a successor-in-interest to all or substantially all of ASI's Software, Programs, Assessment and Reports business, provided that such assignee agrees in writing to perform all of the assignor's obligations under this Agreement. This Agreement shall not be assignable by Licensee without ASI's written consent. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns.

24. Non-Waiver

The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by the party affected by the modification or waiver. No waiver with respect to any portion of this Agreement shall apply to any other portion of this Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.

25. Notices

Any notice to be given under the terms of this Agreement shall be in writing. The notice shall be considered delivered, if by hand, on the date of delivery, if by facsimile transmission, on confirmation (including telephonic) of receipt, and, if by regular mail, by first-class mail on the date of deposit with the United States Postal Service. Such notices shall be addressed to the receiving party or an officer thereof at the address set forth at the beginning of this Agreement or at any place where hand delivery is accomplished.

26. Duplicate Originals

This Agreement may be executed in duplicate, each of which shall be deemed an original, but both of which together shall constitute one instrument.

27. Texas Prompt Payment Act Compliance

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer 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 Customer'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.

28. County's Right to Audit

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly authorized and executed.

"ASI": ABEL SCREENING, INC.

By: Whitney Gabriel
Name: Whitney Gabriel
Title: Chief Operating Officer
Date Accepted: 6/12/2024

"LICENSEE": WILLIAMSON COUNTY JUVENILE SERVICES

By: _____
Name: _____
Title: _____
E-Mail Address: _____
Date Accepted: _____

DESCRIPTION OF SCHEDULES

Schedule 1 - Description of Documentation and other materials.

To be supplied by ASI (the "ASI – Provided Materials")

- THE DIANA SCREEN® Questionnaire Software for Adults via Internet Access utilizing unique log in and password
- ASI Instructional Materials and Guides (the "Documentation")
- Miscellaneous Supplies

Schedule 2 - Current Computer Environment Specifications:

- Internet Browsers Supported:
 - Google Chrome
 - Microsoft Edge
 - Firefox 2.0 or later
 - Safari 3 or later
 - Opera 9 or later
 - Other: JavaScript MUST be enabled
- Wi-Fi NOT recommended



ATTACHMENT A
ABEL SCREENING, INC.

The Diana Screen® License Agreement
Cost Quote For Williamson County Juvenile Services
May 21, 2024

The pricing structure for The Diana Screen® is as follow:

One Year Agreement: Contract Date July 1, 2024 to June 30, 2025

Access License Fee for up to 100 Diana Screens®	\$ 4,000.00
Initial Set-up Fee† per location/subsite administering screens (\$299 x 1)	\$ 299.00
Required Training: Multi-Agency Webinar Training (\$125 x 2)	<u>\$ 250.00</u>
Total*	\$ 4,549.00

Individual Diana Screens administered beyond the 100 screens purchased above will be billed monthly as used @ \$45.00 per screen.

Alternatively, prior to administering the last of the above pre-purchased Diana Screens®, Williamson County Juvenile Services may contact Abel Screening, Inc. to purchase a bulk of 25 or more Diana Screens® @ \$40.00 per screen. Individual Diana Screens administered beyond the additional bulk screens purchased above will be billed monthly as used @ \$45.00 per screen.

The above pre-purchased or additional bulk purchases of Diana Screens® must be used by the end of the one-year license term and will not roll-over into another term.

Both the English and Spanish language versions of The Diana Screen® are included in this cost quote.

Additional required training as needed (see below).

.....
Required Training - Screen Administration and Best Pre-Hire Employment Practices

Available Training Options:

In-Person, On-Site Training for Unlimited Trainees, not including expenses	\$ 2,500.00
Private Agency Webinar, for up to 10 Trainees, Per Training	\$ 1,500.00
Multi-Agency Webinar, Per Person	\$ 125.00

Additional Locations/Subsites

Additional locations/subsites added mid-contract:

Initial Set-up Fee per location/subsite administering screens	\$ 299.00
Reinstated location/subsite administering screens	\$ 199.00

Also Available:

Better Boundaries Training, not including expenses	\$ 2,500.00
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*Contract Fees are due before the first day of the contract.

†There is an Initial Setup Fee or an Annual Administration Fee for each location or subsite that will be administering The Diana Screen®.

This Cost Quote is valid for thirty (30) days from the date indicated above.

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.
 Abel Screening, Inc.
 Alameda, CA United States

Certificate Number:
 2024-1170131

Date Filed:
 06/03/2024

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

Date Acknowledged:
 06/04/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2024213
 Access License and Screening Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abel Screening, Inc.	Alameda, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Abel Screening, Inc.
Alameda, CA United States

Certificate Number:
2024-1170131

Date Filed:
06/03/2024

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 Commissioners Court

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.

2024213
Access License and Screening Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abel Screening, Inc.	Alameda, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Yvonne Johnson, and my date of birth is [REDACTED]

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

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

Executed in Alameda County, State of California, on the 3rd day of June, 2024.
(month) (year)

Yvonne Johnson
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

32.

Meeting Date: 06/25/2024

Award of RFP #24RFP48 Construction Manager at Risk (CMAR) for Williamson County Expo Center - West Arena, Pavilion, Parking Lot Expansion to Bartlett Cocke General Contractors, LLC 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 awarding RFP #24RFP48 Construction Manager at Risk (CMAR) for Williamson County Expo Center - West Arena, Pavilion, Parking Lot Expansion to Bartlett Cocke General Contractors, LLC and authorize the execution of the agreement. Funding Source is P635.

Background

Williamson County sent out over twelve thousand (12,000) notifications with one hundred and two (102) document takers and with eight (8) firms submitting a response. The Construction Manager at Risk, (CMAR)'s services are for the Williamson County Expo Center - West Arena, Pavilion, Parking Lot Expansion located at 5350 Bill Pickett Trl, Taylor, TX 76574. The firms were evaluated, shortlisted, and interviewed. Bartlett Cocke General Contractors, LLC, was the highest rated and was recommended, after negotiations, to move forward with the project and establish a Guaranteed Maximum Price (GMP). Parkhill, Smith & Cooper, Inc. is the architect of record for the project. The County shall pay \$16,500.00 to Bartlett Cocke General Contractors, LLC for Pre-construction Services. The funding source is P635. Department point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Contract - Part A
- Contract - Part B
- Contract - Part C
- BAFO - Bartlett Cocke General Contractors, LLC
- Recommendation Letter
- Scoresheet
- Form 1295 - Bartlett Cocke General Contractors, LLC .

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/19/2024 10:36 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2024 10:55 AM
Form Started By: Stacian Williams		Started On: 06/12/2024 09:05 AM
Final Approval Date: 06/21/2024		



**CONTRACT FOR
CONSTRUCTION MANAGER AT-RISK (“CMAR”) PROJECT DELIVERY
AT CONSTRUCTION DOCUMENT PHASE**

PROJECT: Expo Center – West Arena New, Pavilion, Parking Lot
Expansion (“Project”)

**CONSTRUCTION
MANAGER AT-RISK:** Bartlett Cocke General Contractors, LLC (“CMAR”)
Sean Stevens, Vice President, Operations
3330 Caseybridge Court
Austin, TX 78744

**ARCHITECT
& ENGINEER:** Parkhill, Smith & Cooper, Inc. (“A/E”)
Jamie Zavodny, Principal
11902 Burnet Road, Suite 100
Austin, TX 78758

**COUNTY’S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY (“Contract”) is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the “Effective Date”), by and between **Williamson County**, a political subdivision of the State of Texas (“County”) and CMAR.

**ARTICLE 1
SCOPE OF WORK**

County desires to retain a CMAR for the **Expo Center – West Arena New, Pavilion, Parking Lot Expansion** (hereinafter called the “Project”). CMAR has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County’s requirements and the terms of this Contract (hereinafter collectively referred to as the “Work”).

ARTICLE 2 GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1

The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions (“UGCs”), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon County’s acceptance of CMAR’s Guaranteed Maximum Price (“GMP”) proposal, the Contract Documents will also include the documents described in **Paragraph 8.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 8.2**.

2.1.2

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

2.1.3

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

2.2 Relationship of the Parties.

2.2.1

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

2.2.2

It is understood and agreed that CMAR shall not in any sense be considered a partner or joint venturer with County, nor shall CMAR hold himself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. CMAR shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of County other than what may be expressly allowed under this Contract.

2.3 General Conditions.

2.3.1

The term “Contractor” as used herein or in the UGCs shall mean CMAR.

2.3.2

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

2.3.3

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

ARTICLE 3 CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. CMAR shall achieve Substantial Completion of the Work within **Three Hundred Sixty-Five (365) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, CMAR shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

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

3.2.1

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

3.2.2

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

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from CMAR all of County's actual damages in connection with the failure by CMAR to achieve Substantial Completion of the Work within the Contract Time.

ARTICLE 4 CMAR COMPENSATION

4.1 Compensation for Preconstruction Phase Services.

4.1.1

County shall pay CMAR the lump sum amount of **Sixteen Thousand Five Hundred (\$16,500.)** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase:	N/A
Construction Document Review:	40% of Preconstruction Services Fee
GMP Proposal Provided:	40% of Preconstruction Services Fee
Final Comments and GMP Acceptance:	20% of Preconstruction Services Fee

4.1.2

County shall make payments in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2252**.

4.2 Compensation for Construction Phase Services.

For CMAR's performance of the Work as described in **Section 8.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in **Paragraph 5.1.1** plus CMAR's Fee.

4.2.1 CMAR's Fee:

CMAR's Fee shall be a fixed sum of **One Million Two Hundred Forty-Four Thousand Five Hundred Nine Dollars (\$1,244,509.)**, based on the Construction Documents and the initial proposed construction budget set forth in the Request for Proposals (RFP). The CMAR's Fee, stated as a fixed sum above, shall be **Twelve and Seventy-Six Percent**

(12.76 %) of that proportion of the Cost of the Work that is incurred by the CMAR and shall include the following:

- .1 CMAR's fees for construction phase services other than for self-performed construction work.
- .2 CMAR overhead and profit.
- .3 Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;
- .4 **Office Expenses.**
Courier service, postage and expressage.
- .5 **Temporary Utilities.**
Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage.
- .6 **Taxes, Insurance, and Fees.**
Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, Preconstruction Phase services fee, construction phase services fee, overhead and profit.
- .7 **Construction Management Labor.**
Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel.
- .8 **General Construction Debris Removal.**
Costs of removal of general construction debris from the site of the Work and its proper and legal disposal.
- .9 **Construction Survey Layout.**
Layout crew and licensed survey layout.
- .10 **Project Close-out.**
Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

4.2.2 Method of adjustment of CMAR's Fee for changes in the Work:

- .1 **CMAR Fee for Change in Contract Work.**
CMAR's Fee adjustment shall be equal to **Four Percent (4.00%)** of the Cost of the

Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

.2 CMAR Fee for Change in Contract Time.

CMAR's Fee adjustment shall be equal to **Three Thousand Four Hundred Nineteen (\$3,419.)** per day to cover the Cost of extended General Conditions that is incurred or paid by CMAR during performance of the Work.

.3 CMAR Fee for Change in Project Budget.

CMAR's Fee, as stated **Paragraph 4.2.1**, is in the form of a fixed fee and such fixed fee was established based on the Construction Documents and the County's initial proposed Project Budget set forth in the Request for Proposal (RFP). In the event County increases the Project Budget following execution of this Contract, CMAR's Fee adjustment shall be equal to **Five and Ninety-Six Percent (5.96 %)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work due to such increase of the Project Budget.

4.2.3

A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed **ten percent (10%)**.

4.3 Guaranteed Maximum Price.

4.3.1

CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 4.4**, and (2) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of County. Except for CMAR's Fee stated above, CMAR shall not be entitled to any compensation from the Savings, unused Owner's Contingency, or otherwise.

4.3.2

The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

4.3.3

Although the Contract Sum is based upon the Cost of the Work plus the CMAR's Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of completion according to a Schedule of Values provided in **Article 7**.

4.4 Changes in the Work.

4.4.1

County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in **UGC 7.4**. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

4.4.2

Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in **UGC 7.3.3**.

4.4.3

In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in **UGC 7.3.3.3** and the term "costs" as used in **UGC 7.3.7** shall have the meanings assigned to them in the **UGCs** and shall not be modified by **Sections 4.2 through 4.3** and **Sections 5.1 through 5.5**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

4.4.4

In calculating adjustments to the GMP, the terms "cost" and "costs" as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 5.1 through 5.5** and the term "fee" shall mean the CMAR's Fee as defined in **Section 4.2**.

ARTICLE 5 COST OF THE WORK FOR CONSTRUCTION PHASE

5.1 Costs to be Reimbursed.

5.1.1

The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 5.1 through 5.5**.

5.1.2

IT IS THE LEGAL DUTY OF COUNTY'S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST COUNTY BEFORE SUCH CLAIM, BILL, OR ACCOUNT MAY BE SUBMITTED TO COUNTY'S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO COUNTY'S PRIOR APPROVAL, CMAR SHALL FIRST OBTAIN THIS APPROVAL FROM COUNTY'S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH COSTS PRIOR TO EXECUTING GMP AMENDMENT.

5.2 Labor and Subcontract Costs.

5.2.1

Wages of construction workers directly employed by the CMAR to perform the construction of the Work at the site

5.2.2

Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractees of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Contract and shall not be awarded on the basis of cost plus fee without County's written consent.

5.3 Costs of Materials and Equipment Incorporated in the Completed Construction.

5.3.1

Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated or to be incorporated in the completed construction.

5.3.2

Costs of materials, described in the preceding **Paragraph 5.3.1**, in excess of those actually installed to all for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

5.4 Costs of Other Materials and Related Items.

Costs of large-scale removal of debris from the site of the Work and its proper and legal disposal for site work or demolition that exceeds general construction debris removal as stated in the General Conditions.

5.5 Miscellaneous Costs.

5.5.1

Self-insurance for amounts of the coverages required by the Contract Documents, with County's prior approval.

5.5.2

Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the costs of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgements against CMAR resulting from such suits or claims and payments; and payments of settlements made with County's consent. However, such costs of legal defenses, judgements, and settlements shall not be included in the calculation of CMAR's Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence in **UGC 3.17** or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

5.5.3

Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents.

5.5.4

Subcontractor Default Insurance with a rate of 1.244% of the total value of subcontracts.

5.6 Other Costs and Emergencies.

5.6.1

Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

5.6.2

Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in **UGC 10.4**.

5.6.3

Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

5.7 Costs not to be Reimbursed.

The Cost of the Work shall not include the items listed below:

5.7.1

Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office, except as may be provided in **Section 12.1**;

5.7.2

Expenses of CMAR's principal office and offices other than the site office;

5.7.3

Overhead and general expenses, except as may be expressly included in **Sections 5.1 through 5.5**;

5.7.4

CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

5.7.5

Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

5.7.6

Any cost not specifically and expressly described in **Sections 5.1 through 5.5**;

5.7.7

Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded;

5.7.8

Costs for services incurred during the Preconstruction Phase;

5.7.9

Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which CMAR acknowledges prior receipt of said policy; and

5.7.10

Any expenses or costs that are included as a part of the CMAR's Fee, as defined under **Paragraph 6.2.1**.

5.8 Discounts, Rebates, and Refunds

5.8.1

Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

5.8.2

Amounts that accrue to County in accordance with the provisions of **Paragraph 5.6.1** shall be credited to County as a deduction from the Cost of the Work.

5.9 Related Party Transactions.

5.9.1

For purposes of **this Section**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

5.9.2

If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed

transaction, then the cost incurred shall be included as a cost to be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Subparagraphs 8.3.2.1 through 8.3.2.3**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of **Subparagraphs 8.3.2.1 through 8.3.2.3**.

5.10 Accounting Records.

CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

ARTICLE 6 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

6.1 Progress Payments.

6.1.1

Based upon Applications for Payment submitted to A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

6.1.2

The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

6.1.3 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to CMAR will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. CMAR may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- .1** There is a bona fide dispute between County and CMAR concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

- .2 There is a bona fide dispute between CMAR and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or
- .3 The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to CMAR the issues related to disputed invoices within **ten (10) days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

6.1.4

With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

- .1 With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to CMAR from such progress payment as required by **Texas Property Code, §53.085** (Bills-Paid Affidavit);
- .2 With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required **by Texas Property Code, §53.284**.
- .3 Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars (\$5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by CMAR of the current Application for Payment;
- .4 With the Final Application for Payment: CMAR shall submit a **Conditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**; and

- .5 Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

6.1.5

Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

6.1.6

Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

6.1.7

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in **UGC 7.3.9**;
- .2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing;
- .3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 7.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;
- .5 Subtract the aggregate of previous payments made by County;

- .6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 6.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and
- .7 Subtract amounts, if any, for which County or A/E has withheld or nullified a Certificate for Payment as provided in **UGC 9.5**.

6.1.8

Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

6.1.9

Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

6.1.10

In taking action on CMAR's Applications for Payment, A/E and County shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of CMAR's Applications for Payment by County or A/E shall not constitute a representation that either County or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

6.2 Final Payment.

6.2.1

Final payment shall be made by County to CMAR when

- .1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in **UGC 12.2.2**, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by A/E; and
- .4 the requirements of **UGC 9.10** have been satisfied.

6.2.2

County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

6.2.3

County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 6.2.1** have been met, A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of A/E's reasons for withholding a certificate as provided in **UGC 9.5.1**. The time periods stated in **this Section** supersede those stated in **UGC 9.4.1**. A/E is not responsible for verifying the accuracy of CMAR's final accounting.

6.2.4

If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to **UGC 15.2**. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of A/E's final Certificate for Payment. Failure to request mediation within this **thirty (30)-business day** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in A/E's final Certificate for Payment.

ARTICLE 7 CMAR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 7.1 through 7.2**. CMAR's Construction Phase responsibilities are set forth in **Section 7.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

7.1 Preconstruction Phase.

7.1.1 CMAR.

CMAR shall provide a preliminary evaluation of County's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

7.1.2 Consultation.

CMAR shall schedule and conduct meetings with A/E and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to County's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E and County on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E and County on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

7.1.3 Preliminary Project Schedule.

- .1 When Project requirements described in **Paragraph 8.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, County's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and County in writing.
- .2 CMAR shall, at County's request, attend public meetings and hearings concerning the development and schedule of the Project.
- .3 When Project requirements described in **Paragraph 8.1.4** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for A/E's review and County's acceptance. CMAR shall obtain A/E's approval for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

7.1.4 Phased Construction.

CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

7.1.5 Preliminary Cost Estimates.

- .1 Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for A/E's review and County's approval. If A/E or CMAR suggest alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.
- .2 As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by County, CMAR and A/E, estimates of the Cost of the Work of increasing detail and

refinement and allowing for the further development of the design until such time as County and CMAR agree on a GMP for the Work. Such estimates shall be provided for A/E's review and County's approval. CMAR shall inform A/E and County when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

7.1.6 Subcontractors and Suppliers.

CMAR shall develop bidders' interest in the Project.

7.1.7

CMAR shall prepare, for A/E's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

7.1.8 Extent of Responsibility.

CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to A/E and County any questions or suspected nonconformity discovered by CMAR as a request for information in such form as County or A/E may require.

7.1.9 Notices and Compliance with Laws.

CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

7.1.10 Preconstruction Phase Compensation.

CMAR shall be paid for preconstruction services, as described in **Section 4.1**, prior to moving to GMP.

7.2 Guaranteed Maximum Price Proposal and Contract Time.

7.2.1

At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work, CMAR's Fee, and Owner's Contingency.

7.2.2

To the extent that the Drawings and Specifications are anticipated to require further

development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

7.2.3

CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of this Contract;
- .2 A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 7.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications;
- .3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and CMAR's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed GMP is based.

7.2.4

In preparing the GMP proposal, CMAR shall include an Owner's Contingency to cover costs considered to be reimbursable as Cost of Work but not included in Change Orders.

7.2.5

CMAR shall meet with A/E and County to review the GMP proposal. In the event that A/E and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

7.2.6

If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

7.2.7

CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written authorization for such costs.

7.2.8

County shall authorize A/E to provide the revisions to the Drawings and Specifications to

incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify A/E and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

7.3 Construction Phase.

7.3.1 General.

- .1 For purposes of **UGC 8.1.2**, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.
- .2 Following County's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon County's issuance of a Notice to Proceed for the Construction Phase.
- .3 CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.
- .4 CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written consent of County, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County. Similarly, CMAR shall keep a competent Project Manager on-call and readily available to while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County.

7.3.2 Administration.

- .1 Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents including, without limitation, the requirements of **Texas Government Code, §2269.255-256**. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to County as required by the Contract Documents.

- .2 If the GMP has been established and when a specific bidder (1) is recommended to County by CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the Contract Documents without reservations or exceptions, but County requires that another bid be accepted, then CMAR may request a Change Order in accordance with **UGC 5.2.1.1**.
- .3 Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract, the UGCs, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of County.
- .4 If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 5.9**, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 5.9.2**.
- .5 CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to A/E and County.
- .6 Upon the execution of the GMP Proposal, CMAR shall prepare and submit to A/E and County a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.
- .7 CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to A/E and County, showing percentages of completion and other information requested or required by County. CMAR shall also keep, and make available to A/E and County, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by County.
- .8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E and County and shall provide this information in its monthly reports to A/E and County, in accordance with **Subparagraph 4.3.2.7**.

7.4 Insurance and Bonds.

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

7.5

Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget, as specified in the Request for Qualifications/Request for

Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

7.6

Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

7.7

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

7.8

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

7.8.1 Preconstruction Phase.

Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

7.8.2 Construction Phase.

In addition to the coverages required during the Preconstruction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

7.8.3

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

7.8.4

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

7.9

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

7.10

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

7.11

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

7.12

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

ARTICLE 8 COUNTY'S RESPONSIBILITIES

8.1 Information and Services Required of County.

8.1.1

County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

8.1.2

County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

8.1.3

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

laboratory tests as required by the Contract Documents.

8.1.4

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

8.2 Legal Requirements.

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

8.3 County's Designated Representative.

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

8.4 Architect/ Engineer.

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

ARTICLE 9 PROJECT TEAM

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

**Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626**

County shall have the right, from time to time, to change the County's Designated Representative by giving CMAR written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify CMAR in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Bartlett Cocke General Contractors, LLC
Sean Stevens, Vice President of Operations
3330 Caseybridge Court
Austin, TX 78744

CMAR shall have the right, from time to time, to change CMAR's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by CMAR under this Contract, CMAR's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by CMAR's Designated Representative on behalf of CMAR shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by CMAR's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CMAR's Designated Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

CMAR's designated project execution and leadership team is as follows:

Project Manager: Denise Brown
Project Superintendent: Jim Brenner

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

ARTICLE 10

NOTICE

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

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

With copy to: Williamson County Facilities Management

Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

CMAR: Bartlett Cocke General Contractors, LLC
3330 Caseybridge Court
Austin, TX 78744

Attention: Sean Stevens
Vice President of Operations

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

ARTICLE 11 DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

11.1 Dispute Resolution.

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

11.2 Suspension.

The Work may be suspended by County as provided in **UGC 14.3**. In such case, the GMP and Contract Time shall be increased as provided in **UGC 14.3.2**, except that the term "profit" shall be understood to mean CMAR's Fee as described in **Section 4.2**.

11.3 Termination Prior to Establishing Guaranteed Maximum Price.

11.3.1

Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7) calendar days** written notice to County, for the reasons set forth in the UGCs.

11.3.2

In the event of termination of this Contract pursuant to **Paragraph 11.3.1**, CMAR shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in **Paragraph 6.2.1**. In no event shall CMAR's compensation under **this Article** exceed the compensation set forth in **Section 6.2**.

11.3.3

If County terminates this Contract pursuant to **Paragraph 11.3.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 11.3.2**:

- .1 Take the Cost of the Work incurred by CMAR to the date of termination;
- .2 Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 6.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by County for Construction Phase services.

11.3.4

County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under **Subparagraph 11.3.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in **this Section**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

11.3.5

If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

11.4 Termination Subsequent to Establishing Guaranteed Maximum Price.

Following execution of the GMP Amendment and subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

11.4.1

If County terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR pursuant to **UGCs 14.2 and 14.4** shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraphs 11.2.2 through 12.2.3**.

11.4.2

If CMAR terminates this Contract after execution of the GMP Amendment, the amount payable to CMAR under **UGC 14.1.3** shall not exceed the amount CMAR would otherwise have received under **Paragraphs 11.3.2 through 11.3.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Meaning of Terms.

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

12.2 No Waiver of Immunity.

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

12.3 Governing Law.

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

12.4 Assignment.

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

12.5 Other Provisions.

12.5.1

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

- .1** that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2** that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3** that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 13

SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

13.1

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

13.2

The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Drawings, Plans, and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Guaranteed Maximum Price Proposal, if executed by County; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

13.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and CMAR;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Guaranteed Maximum Price Proposal, if executed by County; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 14


SIGNATORY WARRANTY

The undersigned signatory for CMAR hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated

representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

CMAR:
Bartlett Cocke General Contractors, LLC

By: 
Signature

Sean Stevens
Printed Name

Vice President of Operations
Title

Date Signed: June 10, 2024

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A
DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

11902 Burnet Road, Suite 100
 Austin, TX 78725
 512.676.2100

SHEET INDEX

GENERAL

- 10001 General Notes
- 10002 Site Data & Annotations
- 10003 Accessibility Standards
- 10004 Construction Methods
- 10005 Construction

CIVIL

- 12000 GENERAL NOTES
- 12001 EX. CONDITIONS AND REMOVAL PLAN
- 12002 EX. UTILITIES AND REMOVAL PLAN
- 12003 EX. UTILITIES AND REMOVAL PLAN
- 12004 EX. UTILITIES AND REMOVAL PLAN
- 12005 EX. UTILITIES AND REMOVAL PLAN
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- 12050 EX. UTILITIES AND REMOVAL PLAN

LANDSCAPE

- 15001 LANDSCAPE PLAN
- 15002 LANDSCAPE DETAILS

STRUCTURAL

- 16000 FOUNDATION DETAILS
- 16001 FOUNDATION DETAILS
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EQUIPMENT

- 18000 EQUIPMENT LAYOUT PLAN

PLUMBING

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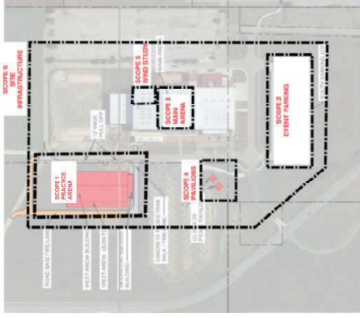
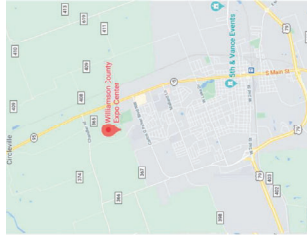
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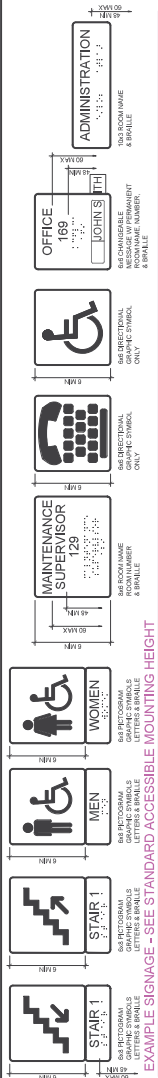
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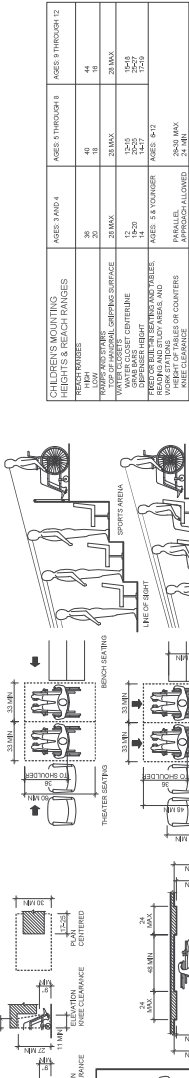
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Expo Center
PRACTICE PAVILION
 5350 Bill Pickett Trail
 Taylor, TX 76574

West Arena



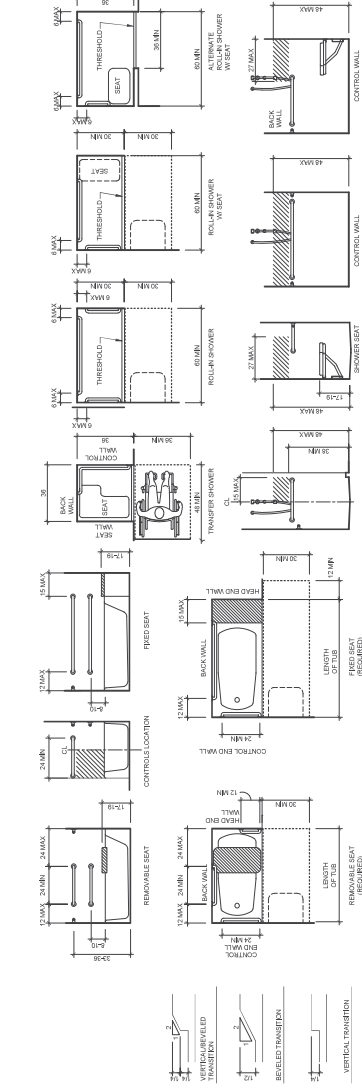


EXAMPLE SIGNAGE - SEE STANDARD ACCESSIBLE MOUNTING HEIGHT



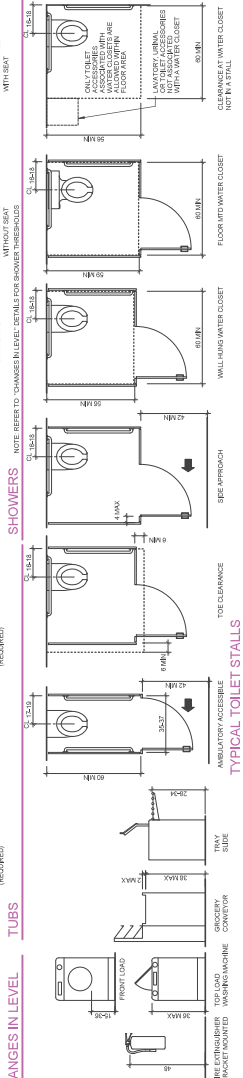
ASSEMBLY SEATING

CLEAR FLOOR AREA/ACCESSIBLE ROUTE



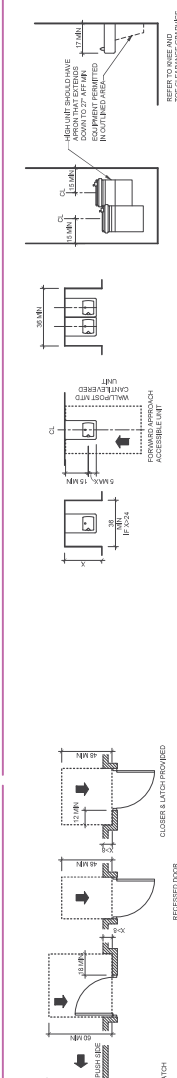
TUBS

SHOWERS



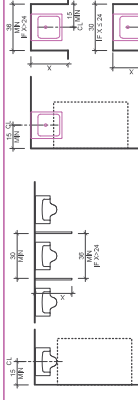
CHANGES IN LEVEL

TYPICAL TOILET STALLS



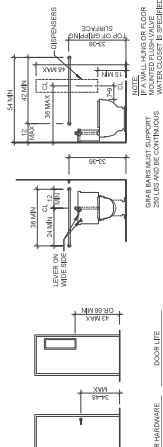
GENERAL NOTES

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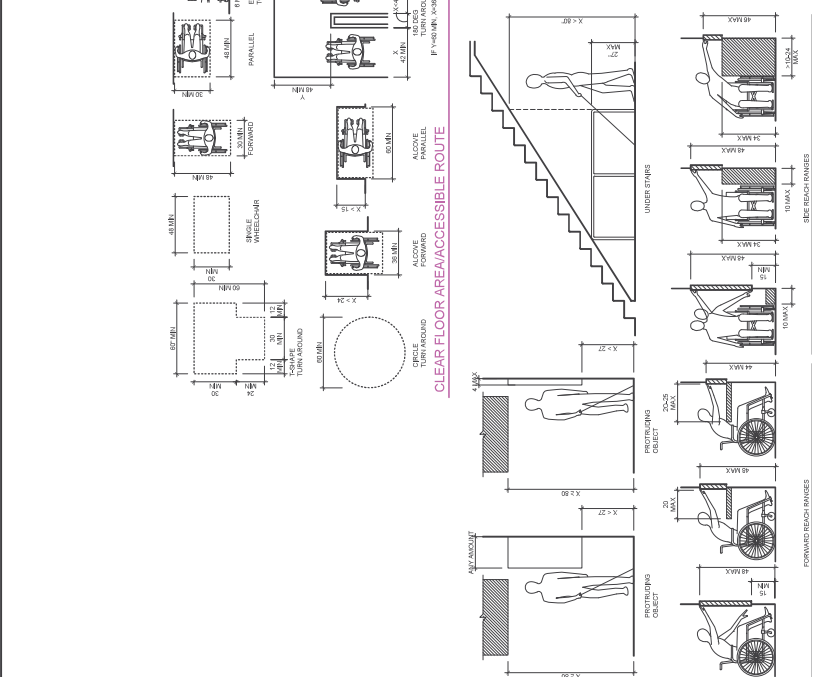


URINALS

LAVATORIES



TYPICAL WATER CLOSETS

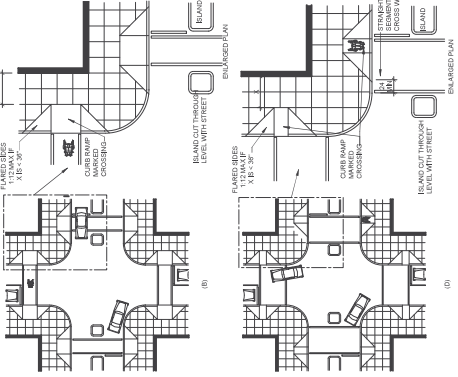


PROTRUDING OBJECT PROTECTION REACH RANGES

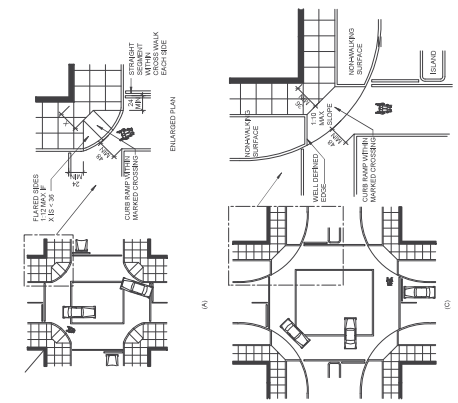
STANDARD ACCESSIBLE MOUNTING HEIGHTS

DOOR MARGINS

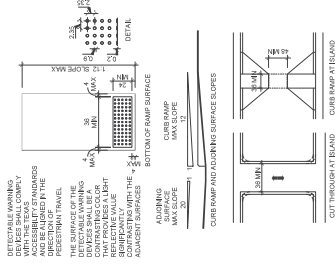
VERTIBILE DOORS



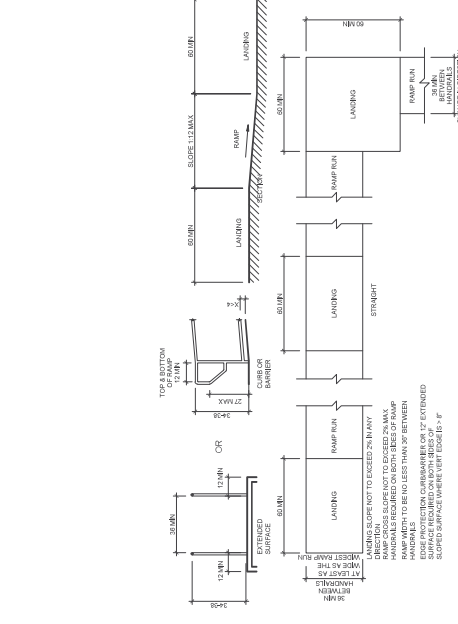
WITH CURB RAMP AND SPACE, THERE SHALL BE NO GAP OR SPALL WITHIN ISLAND, ISLAND BASE, WATER COVER OR THE JUMP



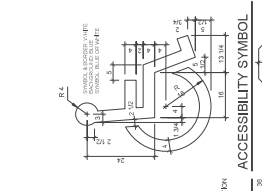
CURB RAMPS AT MARKED CROSSINGS



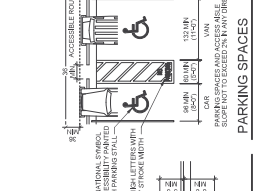
CURB RAMPS



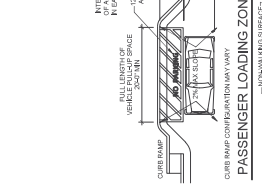
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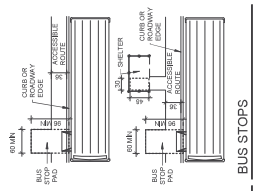
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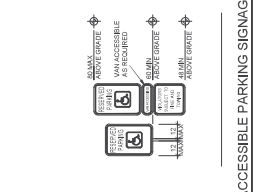
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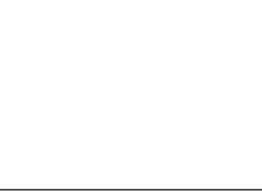
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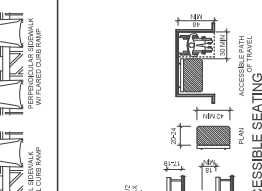
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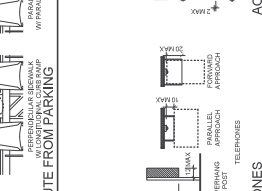
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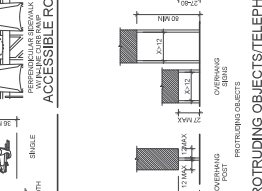
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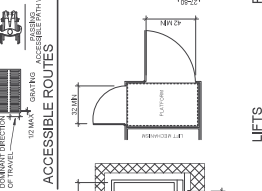
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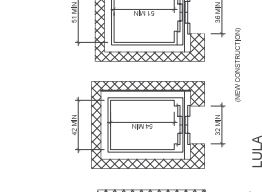
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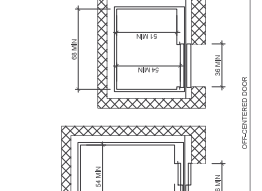
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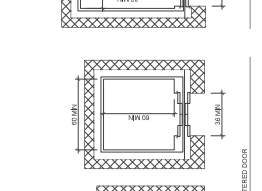
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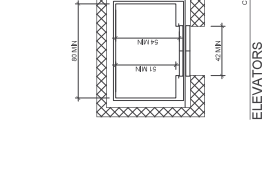
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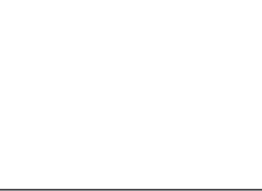
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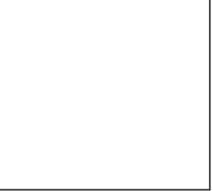
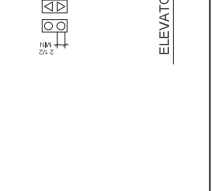
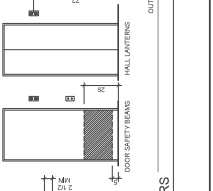
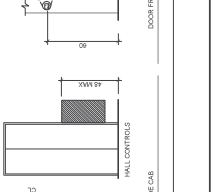
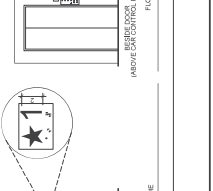
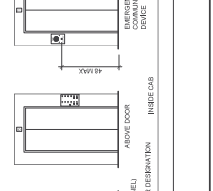
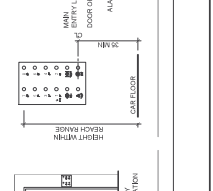
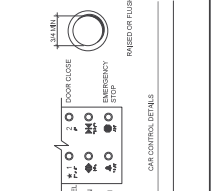
ACCESSIBLE ROUTE FROM PARKING



ACCESSIBLE ROUTE FROM PARKING



ACCESSIBLE ROUTE FROM PARKING



ELEVATORS

LIFTS

PROTRUDING OBJECTS/TELEPHONES

ACCESSIBLE SEATING

WILLIAMSON COUNTY EXPO CENTER Williamson County

WILLIAMSON COUNTY
5350 Bill Probst Trail
Taylor, Texas 78774

PROJECT NO. 20210601
DATE 06/21/2021

CONCRETE
ASPHALT
GRAVEL
GRAVEL
GRAVEL
GRAVEL
GRAVEL
GRAVEL
GRAVEL
GRAVEL
GRAVEL
GRAVEL
GRAVEL

GRADING LEGEND

(Symbol)	FINISHED FLOOR ELEVATION
(Symbol)	TOP OF FINING
(Symbol)	TOP OF CURB
(Symbol)	MITER
(Symbol)	TOP OF CURB
(Symbol)	NET EXISTING GRADE
(Symbol)	FLOWLINE
(Symbol)	TOP OF GRADE
(Symbol)	TOP OF RAMP
(Symbol)	TOP OF RAMP
(Symbol)	HEIGHT OF FINISH
(Symbol)	PROPOSED SLOPE

GRADING NOTES

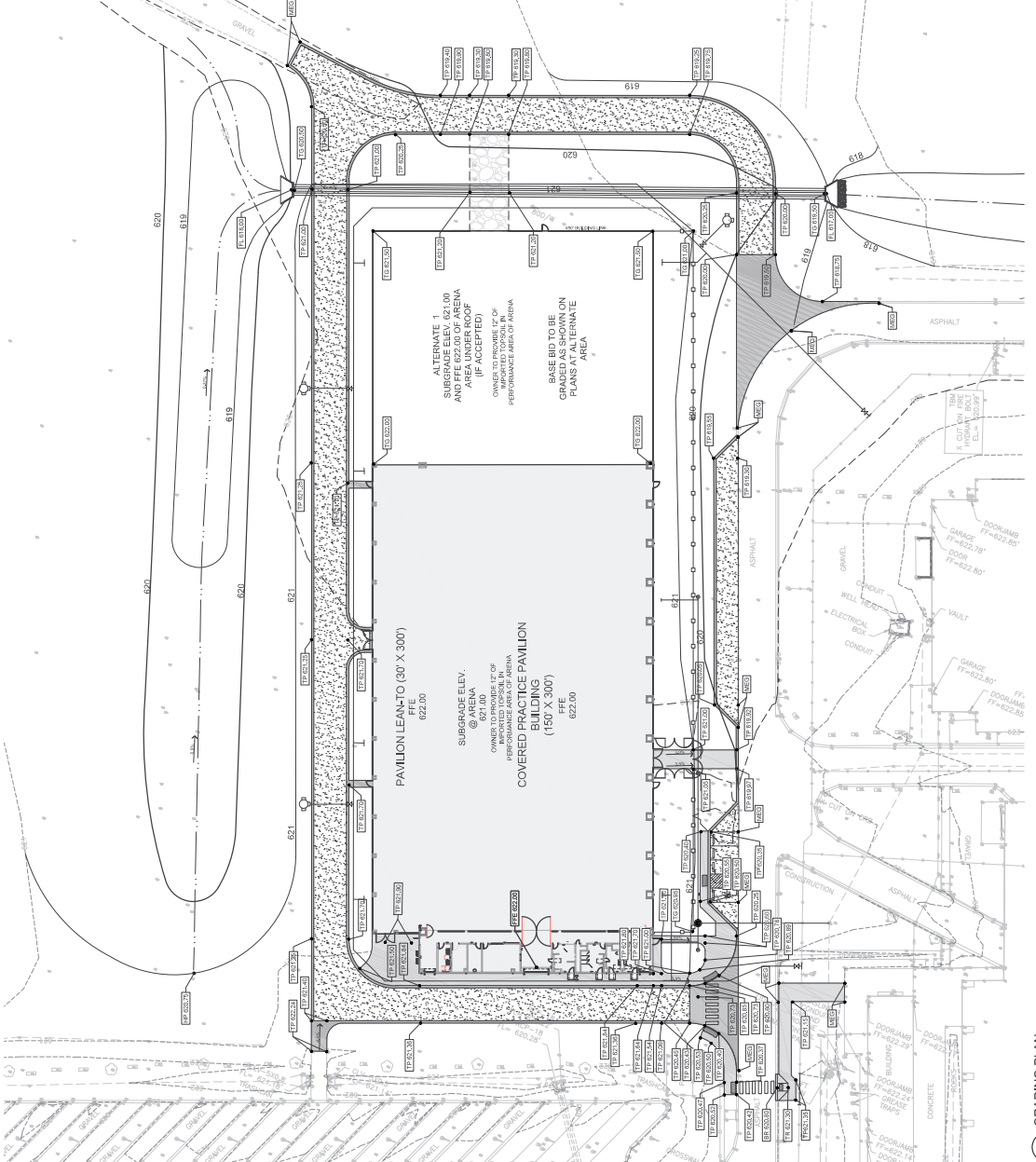
- THE EARTHWORK ON THE PROJECT IS NECESSARY AND REQUIRED FOR THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL COSTS ASSOCIATED WITH THE EXCESS MATERIALS TO BE REMOVED AND DISPOSED OF BY THE OWNER AS A LUMP SUM PAYMENT WILL NOT BE MADE ON A PAIDMENT BASIS.
- BASE BID SHALL INCLUDE ALL EARTHWORK NECESSARY TO NO EXCESSIVE PAVEMENT WILL BE MADE.
- REFER TO PROJECT MANUAL FOR DISPOSAL OF EXCESS MATERIAL.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN ON THIS PLAN.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN ON THIS PLAN.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN ON THIS PLAN.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN ON THIS PLAN.

NOTES

- ALL SPOT GRADES ARE TOP OF FINING UNLESS NOTED OTHERWISE.
- CROSS SLOPES OF SIDEWALKS ARE NOT TO EXCEED 2.0%.
- CONCRETE FINISHES ARE TO BE 1/8" ABOVE FINING UNLESS NOTED OTHERWISE.
- TOP GRADES SHOWN ARE NOT TO EXCEED 5.0%.

PAVING LEGEND

(Symbol)	ASPHALT PAVING PER SET 2030M
(Symbol)	CONCRETE DRIVE PER SET 2030M
(Symbol)	PERFORMING CONCRETE PAVING PER SET 2030M



FILE NAME: \A20210601\20210601\20210601 GRADING PLAN.rvt; SHEET DATE: 06/21/2021; USER: BPS; LAYOUT NAME: C-103 GRADING PLAN; PROJECT NO: 20210601; PROJECT NAME: WILLIAMSON COUNTY EXPO CENTER; DATE: 06/21/2021; TIME: 1:23:00 PM; USER: BPS

THIS DOCUMENT IS RELEASED ON BEHALF OF THE CITY OF TAYLOR UNDER THE AUTHORITY OF THE CITY ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC TO WHICH IT IS ISSUED. IT IS NOT TO BE USED FOR ANY OTHER PROJECTS, CONSTRUCTION, RECORD OR PERMIT PURPOSES WITHOUT THE WRITTEN CONSENT OF PARKHILL SMITH & COOPER, INC. P-560

Parkhill.com

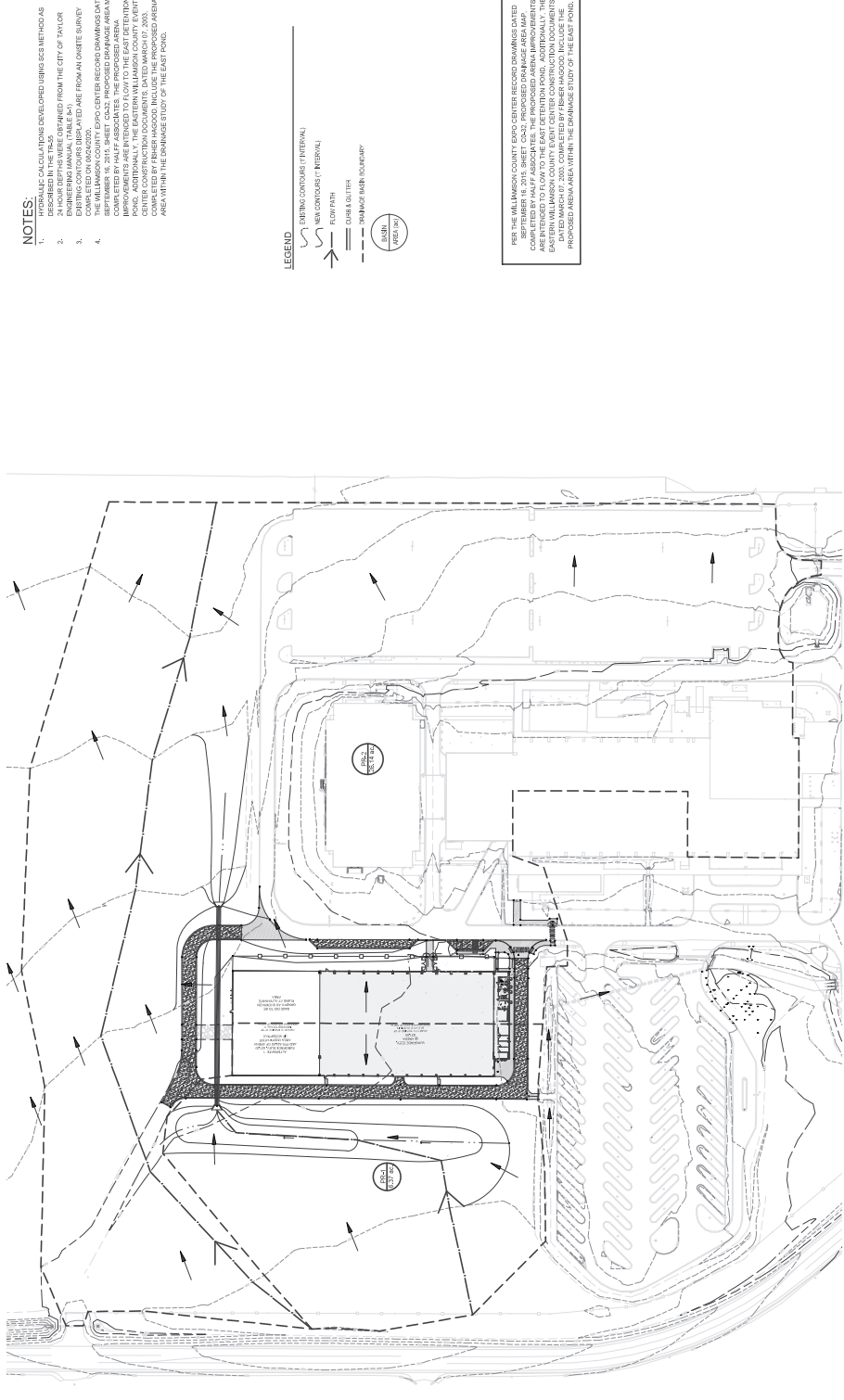
WILLIAMSON COUNTY EXPO CENTER
Williamson County

CLIENT
WILLIAMSON COUNTY
5350 Bill Pickett Trail
Taylor, Texas 75774

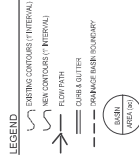
PROJECT NO.
2019-001
CITY PLAN

DATE	2/15/2019
DATE	3/14/2019
DATE	4/11/2019
DATE	5/15/2019
DATE	6/19/2019
DATE	7/16/2019
DATE	8/13/2019
DATE	9/10/2019
DATE	10/8/2019
DATE	11/5/2019
DATE	12/3/2019

Post-Develop.
Drainage Area
Map & Calcs.
C-105



NOTES:
1. ALL CALCULATIONS PERFORMED USING SCS METHODS DESCRIBED IN THE 1985...
2. THE PROPOSED DRAINAGE AREA IS BASED ON THE 1985...
3. THE DRAINAGE AREA IS BASED ON THE 1985...
4. THE WILLIAMSON COUNTY EXPO CENTER RECORD DRAINAGE DATED SEPTEMBER 16, 2015, SHEET C-021 PROPOSED DRAINAGE AREA MAP, ADDITIONALLY, THE EASTERN WILLIAMSON COUNTY EVENT IMPROVEMENTS ARE INTENDED TO FLOW TO THE EAST DETENTION POND, ADDITIONALLY, THE EASTERN WILLIAMSON COUNTY EVENT COMPLETED BY PHASE II, INCLUDE THE PROPOSED AREA AREA WITHIN THE DRAINAGE STUDY OF THE EAST POND.



FOR THE WILLIAMSON COUNTY EXPO CENTER RECORD DRAINAGE DATED SEPTEMBER 16, 2015, SHEET C-021, PROPOSED DRAINAGE AREA MAP, ARE INTENDED TO FLOW TO THE EAST DETENTION POND. ADDITIONALLY, THE EASTERN WILLIAMSON COUNTY EVENT CONSTRUCTION DOCUMENTS, PROPOSED AREA WITHIN THE DRAINAGE STUDY OF THE EAST POND.



DEPTH FROM GDT TABLE FOR CITY OF TAYLOR, CITY OF TAYLOR ENGINEERING MANUAL TABLE 4-1

Basin	Area (Ac)	Area (m ²)	Impervious Area (%)	Soil Type	CN	TC	Depth 2 Hr (24 hr (in)*)	Depth 10 Hr (24 hr (in)*)	Depth 24 Hr (24 hr (in)*)	Depth 30 Hr (24 hr (in)*)	Depth 100 Hr (24 hr (in)*)	Q100
PR-1	5.37	0.0099	10.0	D	65.0	22.08	3.97	6.38	22.3	8.17	26.8	11.5
PR-2	32.51	0.0595	18.0	D	55.0	36.02	3.97	20.3	107.6	8.17	118.5	11.5
Total	37.88	0.0694	16.0									

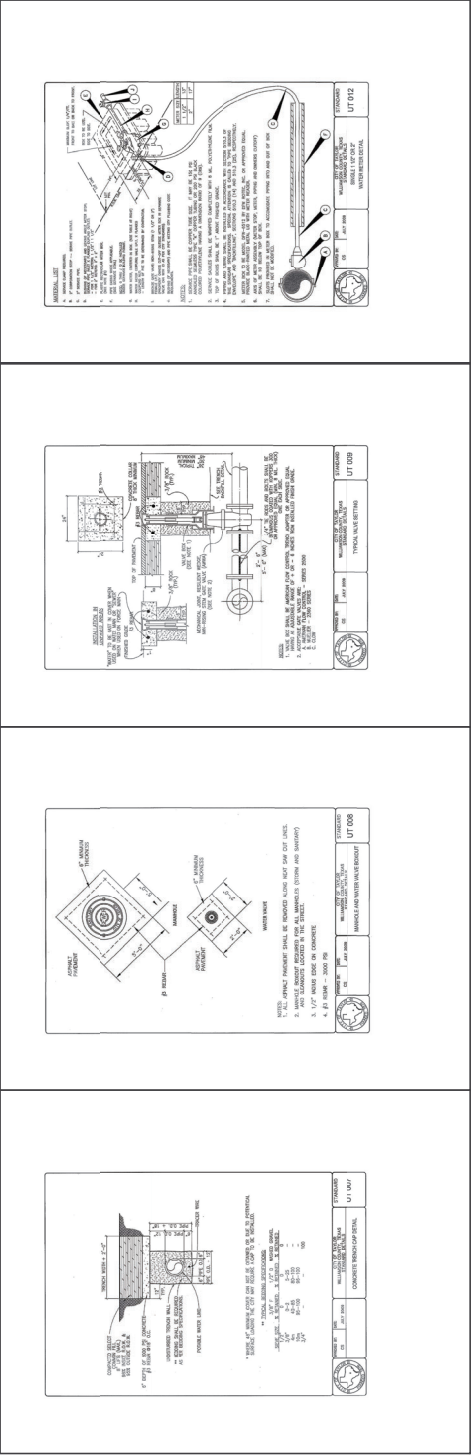
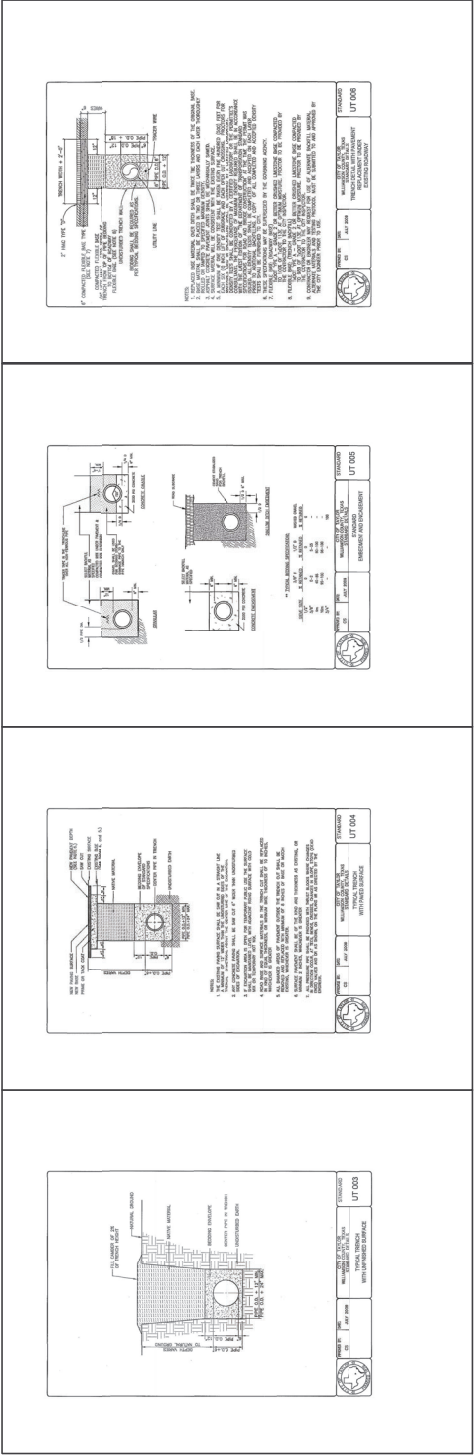
Proposed Area

Basin	Area (m ²)	CN1	Area2 (m ²)	CN2	Area3 (m ²)	CN3	Area4 (m ²)	Weighted CN	Impervious Area (%)	Soil Type	TC	Time (min)	Lag Time (min)
PR-1	5.37	65	11.55	51	0.17	60.50	60.50	17.27	10.0	D	22.08	22.08	13.50
PR-2	32.51	55	13.36	51	1.00	52.50	52.50	38.02	18.0	D	36.02	36.02	22.12
TOTAL	37.88												

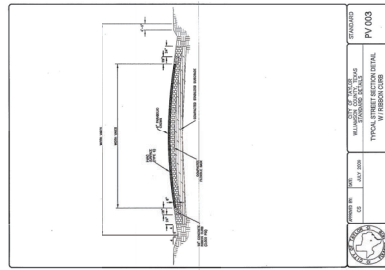
Time of Concentration: Proposed

Area	Length (ft)	Slope (ft/ft)	Time (min)	Channel Flow Length (ft)	Slope (ft/ft)	Time (min)	Time (min)
PR-1	0.15	0.00	0.1	0.1	0.1	0.1	0.1
PR-2	0.15	0.00	0.1	0.1	0.1	0.1	0.1

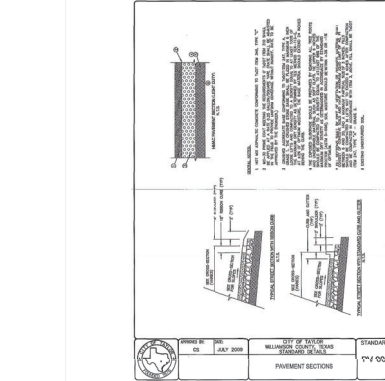
A1 POST DEVELOPMENT DRAINAGE AREA MAP



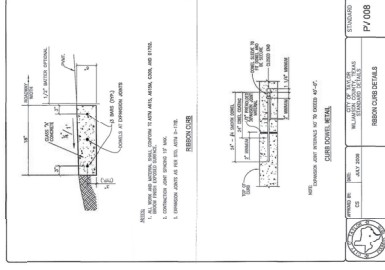
1	CONCRETE
2	ASPHALT
3	GRAVEL
4	SOIL
5	GRAVEL
6	GRAVEL
7	GRAVEL
8	GRAVEL
9	GRAVEL
10	GRAVEL



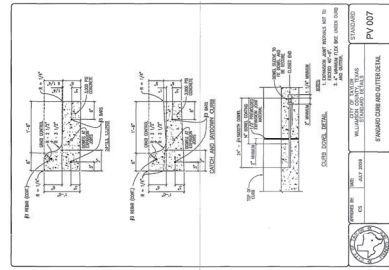
C1 TAYLOR TYP. STREET SECTION W/ RIBBON CURB



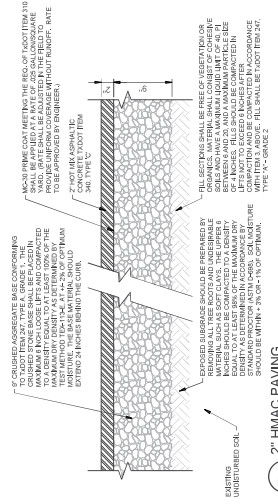
C3 TAYLOR TYP. PAVEMENT SECTIONS



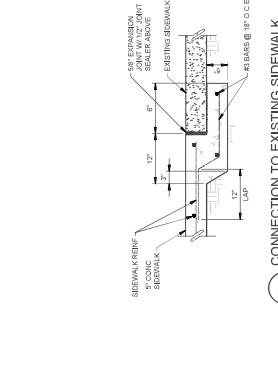
C4 TAYLOR TYP. RIBBON CURB



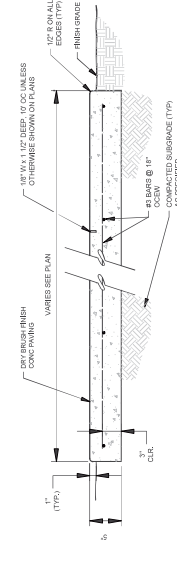
A1 TAYLOR TYP. STANDARD CURB AND GUTTER



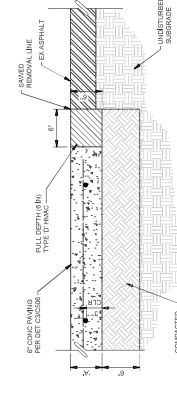
B2 2' HMAc PAVING



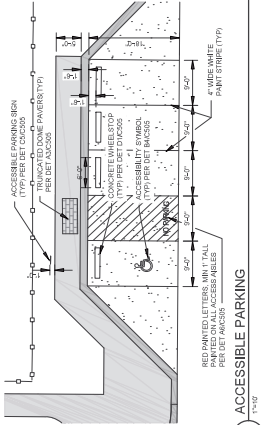
B4 CONNECTION TO EXISTING SIDEWALK



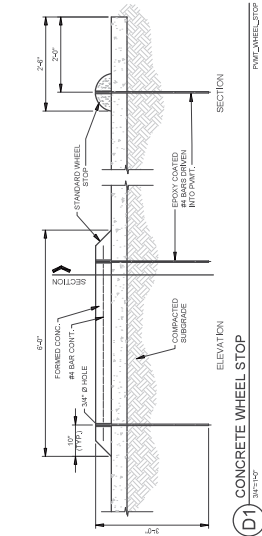
A2 5' PEDESTRIAN CONCRETE PAVING



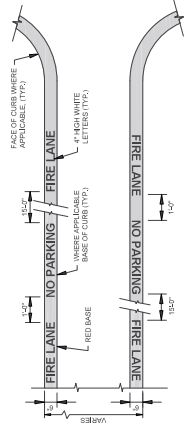
A4 CONCRETE TO ASPHALT CONNECTION



D3 ACCESSIBLE PARKING
1/2" x 1/2" ACC_PARKING_SIGN_PAV



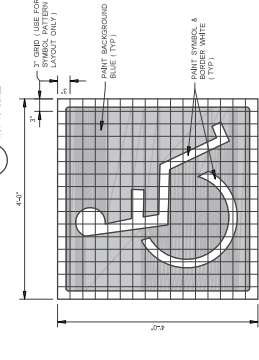
D1 CONCRETE WHEEL STOP
1/2" x 1/2" CONCRETE_WHEEL_STOP



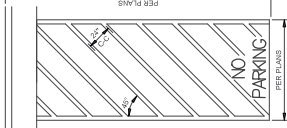
C1 TYPICAL FIRE LANE MARKINGS
1/2" x 1/2" PAV_FIRE_LANE



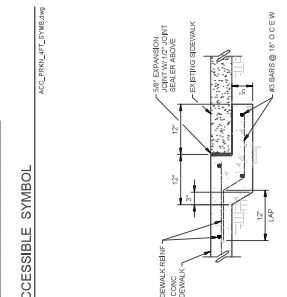
C5 ACCESSIBLE PARKING SIGN
1/2" x 1/2" ACC_PARKING_SIGN



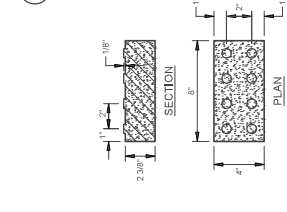
B4 4 FT. ACCESSIBLE SYMBOL
1/2" x 1/2" ACC_PARKING_SIGN_PAV



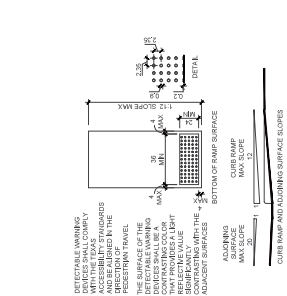
A6 ACCESSIBLE AISLE MARKING
1/2" x 1/2" ACC_PARKING_SIGN



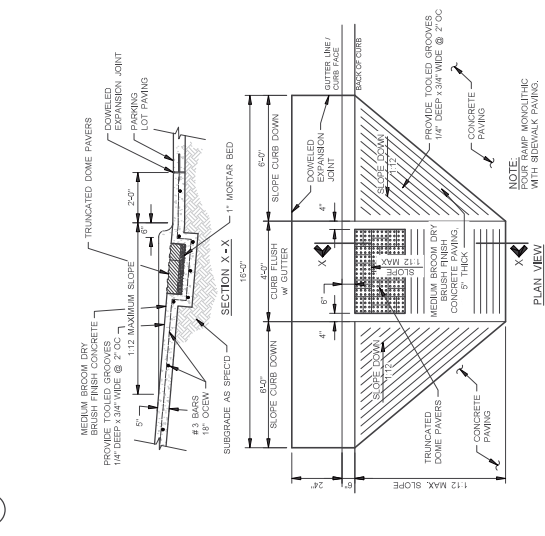
A5 CONNECTION TO EXISTING SIDEWALK
1/2" x 1/2" ACC_PARKING_SIGN_PAV



A4 TRUNCATED DOME PAV
1/2" x 1/2" ACC_PARKING_SIGN_PAV



A3 CURB RAMP & DETECTABLE WARNING
1/2" x 1/2" ACC_PARKING_SIGN_PAV

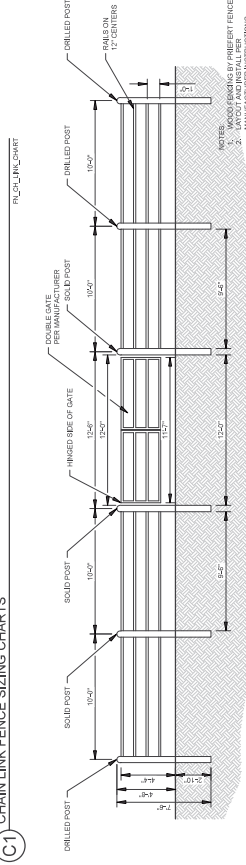


A1 ACCESSIBLE RAMP
1/2" x 1/2" ACC_PARKING_SIGN_PAV

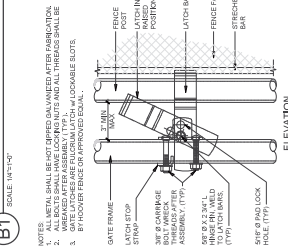
CHAIN LINK FENCE DATA (TYPE I - ASTM F1083-06 REG GRADE PIPE)

H = FENCE HEIGHT	5'0"	6'0"	7'0"	8'0"	10'0"	12'0"
ENDURANCE GATE	2'30" O.D. S2H 40	2'30" O.D. S2H 40	2'70" O.D. S2H 40	2'70" O.D. S2H 40	4'00" O.D. S2H 40	4'00" O.D. S2H 40
LINE POST SIZE	1.70" O.D. S2H 40	1.70" O.D. S2H 40	2.30" O.D. S2H 40	2.70" O.D. S2H 40	2.70" O.D. S2H 40	4'00" O.D. S2H 40
TOP AND BOTTOM RAIL	1.50" O.D. S2H 40	1.50" O.D. S2H 40	1.50" O.D. S2H 40	1.50" O.D. S2H 40	1.50" O.D. S2H 40	1.50" O.D. S2H 40
MIDDLE RAIL	N/A	N/A	N/A	1.50" O.D. S2H 40	1.50" O.D. S2H 40	1.50" O.D. S2H 40
GATE FRAME	2'30" O.D. S2H 40	2'30" O.D. S2H 40	2'30" O.D. S2H 40	2'30" O.D. S2H 40	2'30" O.D. S2H 40	2'30" O.D. S2H 40
B-1 FOOTING DIMEN.	5'6"	5'6"	4'0"	5'6"	5'6"	5'6"
F-1 FOOTING DIMEN.	1'0"	1'0"	1'0"	1'0"	1'0"	1'0"
MESH SIZE	2"	2"	2"	2"	10'0"	10'0"
FABRIC GAUGE	0	0	0	0	0	0

C1 CHAIN LINK FENCE SIZING CHARTS

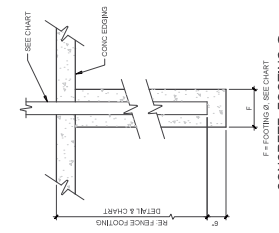


B1 PONDEROSA 4 RAIL LAYOUT

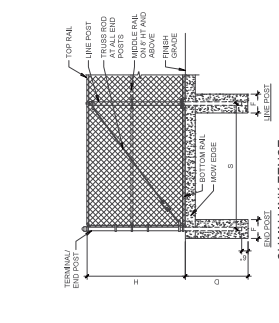


A1 GATE LATCH ASSEMBLY

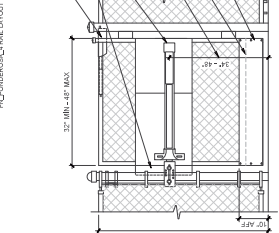
A2 CONCRETE FOOTING @ CHAIN LINK FENCE



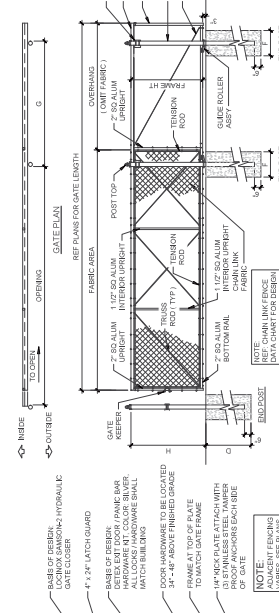
A3 CHAIN LINK FENCE W/ MOW EDGE - TYP



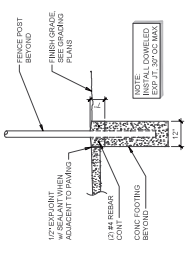
A4 GATE - MEANS OF EGRESS FROM BUILDING



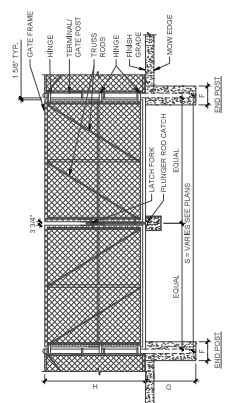
A5 CANTILEVER GATE



B5 CHAIN LINK FENCE DOUBLE GATE W/ MOW EDGE - TYP



C5 MOW EDGE @ FENCE



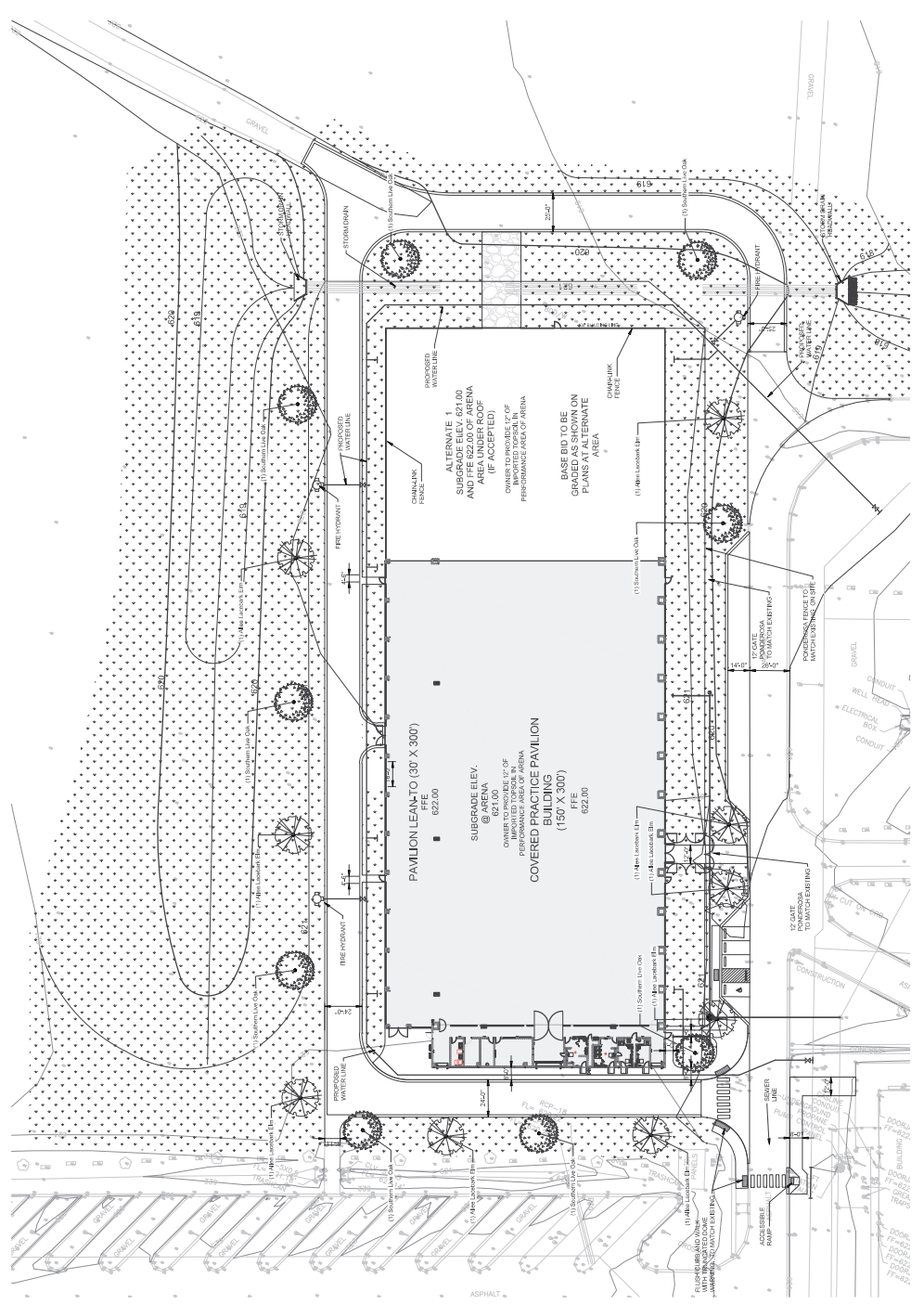
B5 CHAIN LINK FENCE DOUBLE GATE W/ MOW EDGE - TYP



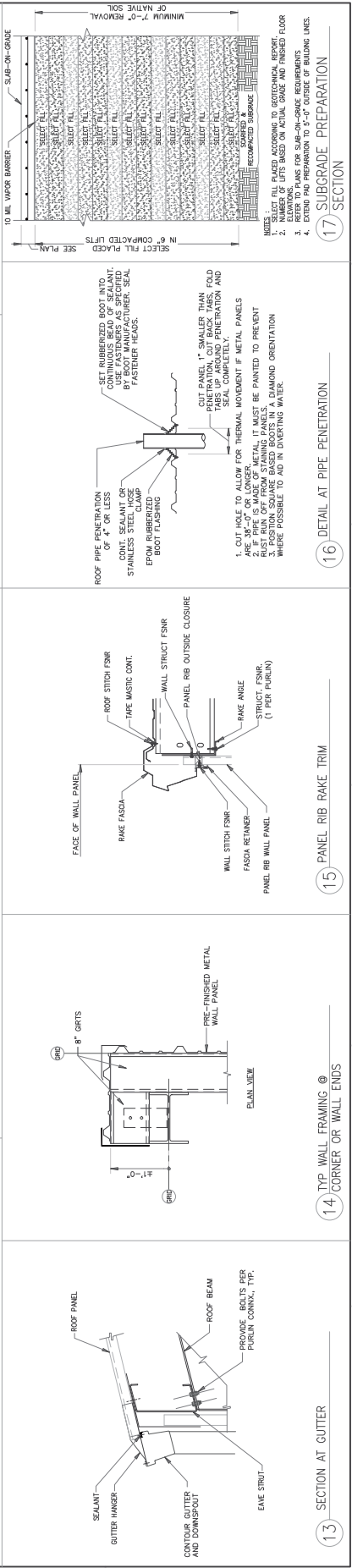
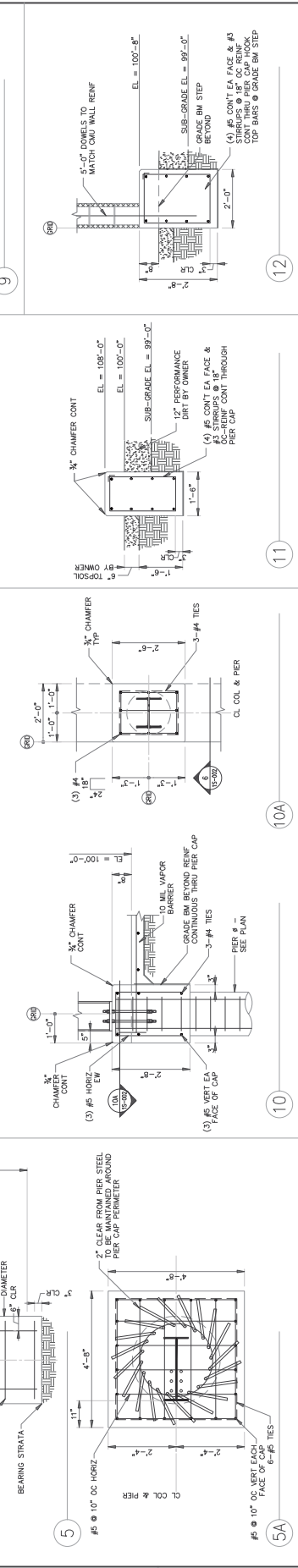
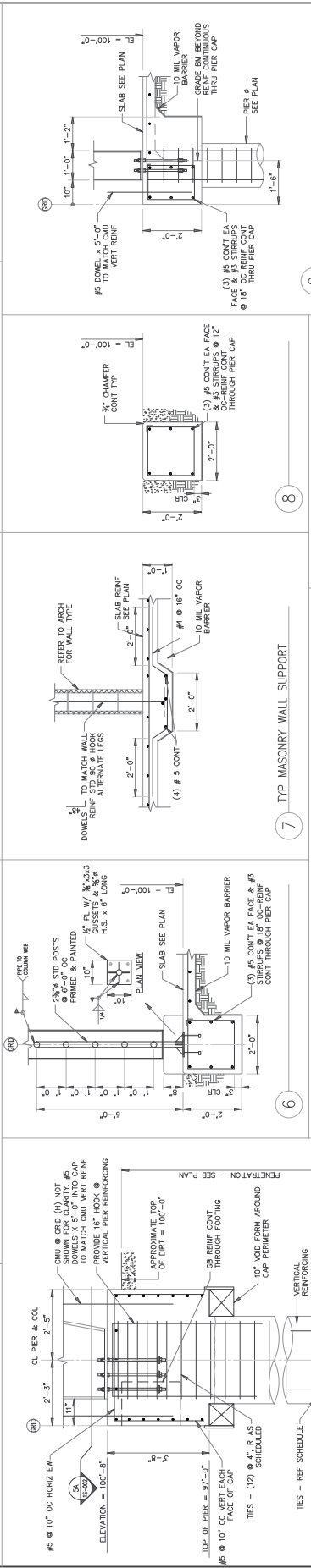
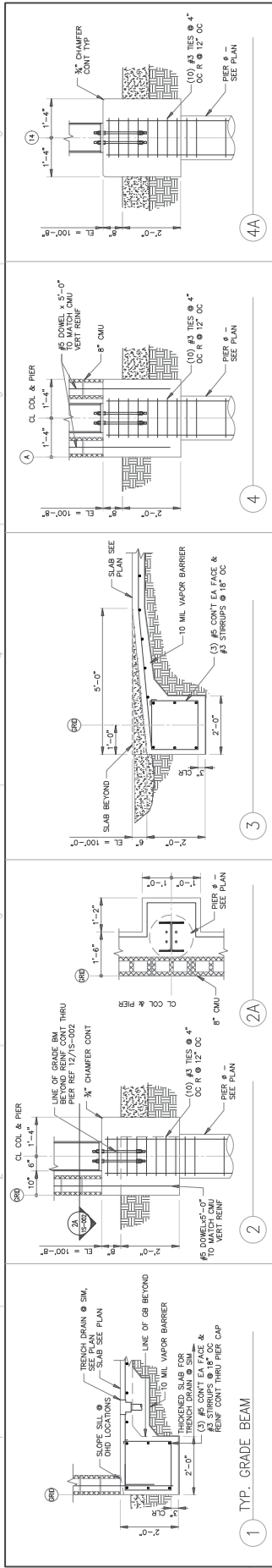
PLANT SCHEDULE WEST ARENA

SYMBOL	SIZE	SPECIES	QUANTITY	HEIGHT	SPACING
	18" DIA	CYNODON DACTYLON (SEED)	1000	18" DIA	18" X 18" FT
	18" DIA	SPARTINA PATENS (SEED)	1000	18" DIA	18" X 18" FT
	18" DIA	MISCANTHUS SINENSIS (SEED)	1000	18" DIA	18" X 18" FT

EXISTING UTILITIES
CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH CITY UTILITIES AND ALL UTILITIES COMPANIES TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DUE TO CONSTRUCTION. THE CONTRACTOR SHALL CALL TEXAS 811, 800-844-3377, FOR A PRE-CONSTRUCTION SURVEY.



A1 LANDSCAPE PLAN
10/2024



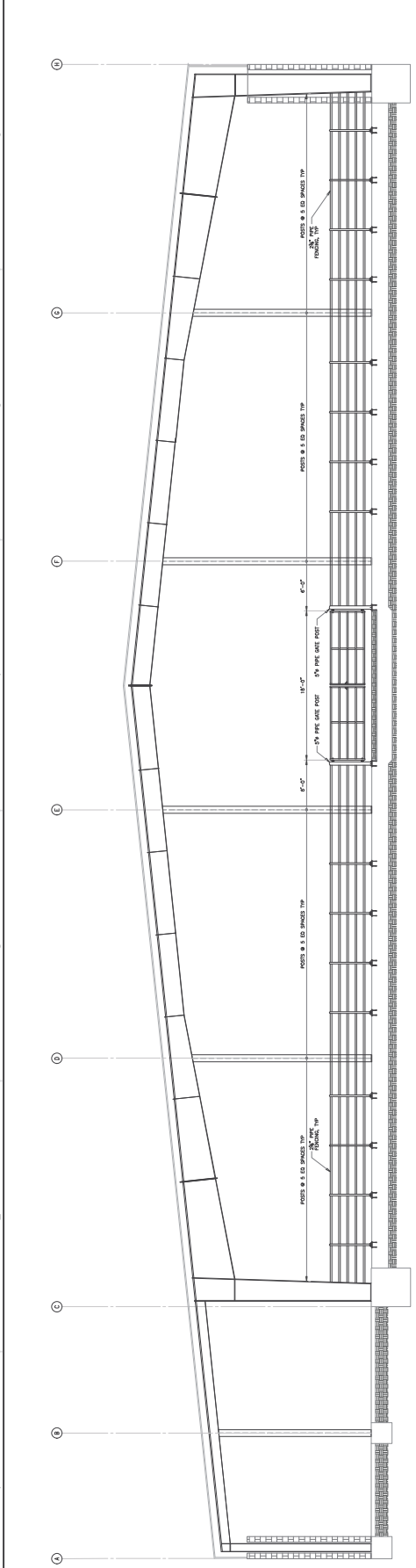


CLIENT
Williamson Co. Expo Center
3500 Bill Probst Trail
Taylor, TX 76774

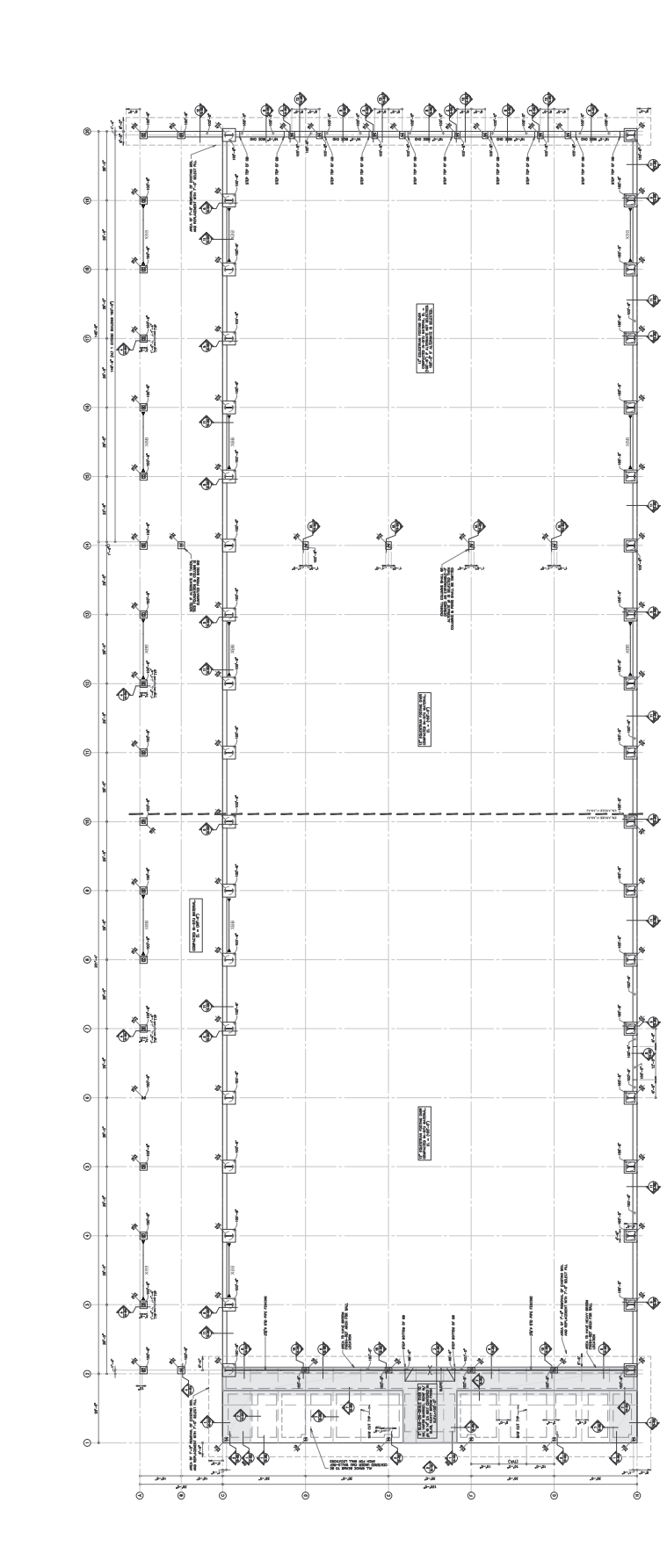
PROJECT NO.
PDC0011

REV. NO.
REV. 1

NO.	DATE	DESCRIPTION



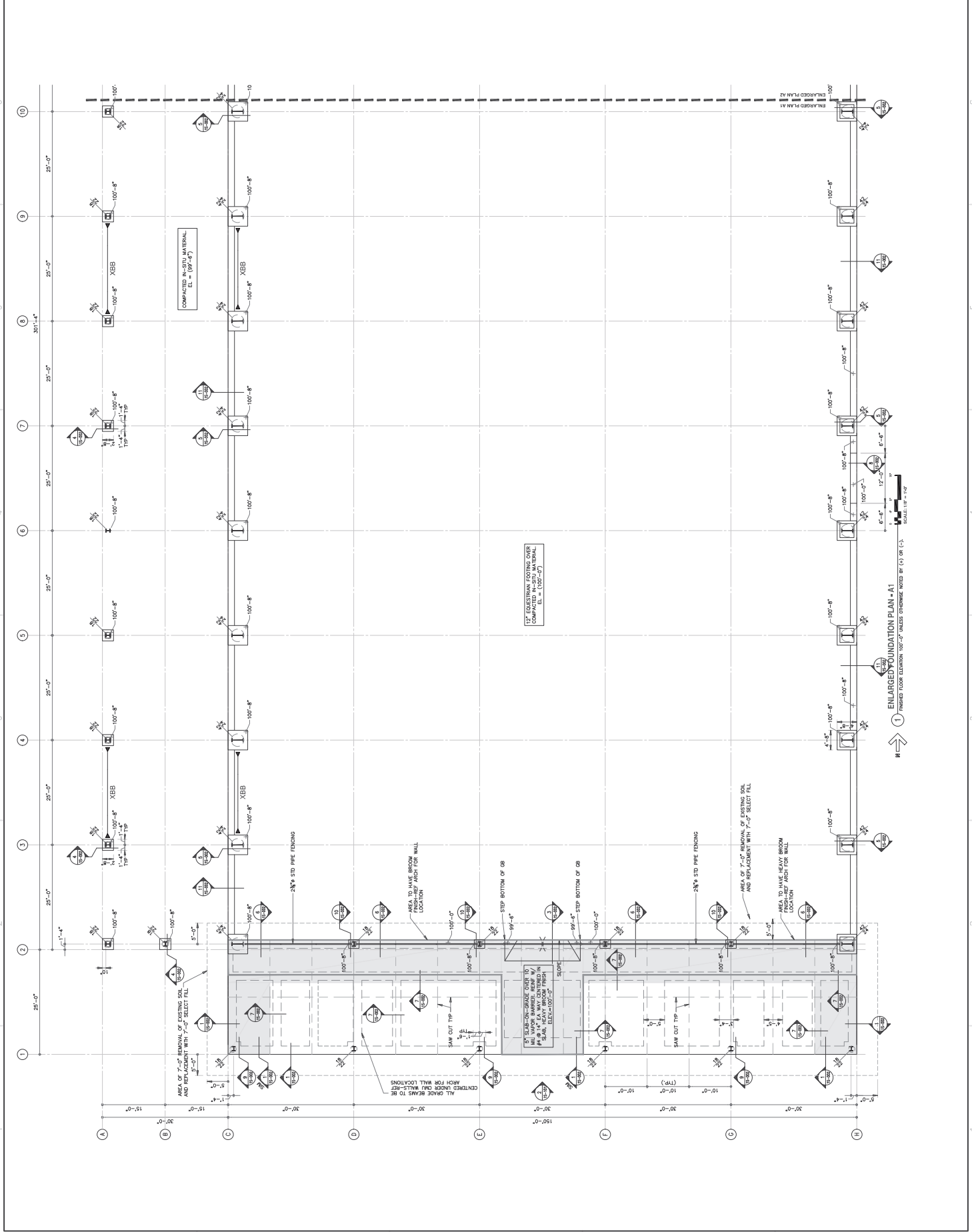
2 PIPE FENCING ELEVATION
FINISHED FLOOR ELEVATION 100'-0" UNLESS OTHERWISE NOTED BY (+) OR (-).
SCALE: 1/8" = 1'-0"



1 OVERALL FOUNDATION PLAN
FINISHED FLOOR ELEVATION 100'-0" UNLESS OTHERWISE NOTED BY (+) OR (-).
SCALE: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL FOUNDATION ELEMENTS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
3. ALL FOUNDATION ELEMENTS SHALL BE CAST IN PLACE.
4. ALL FOUNDATION ELEMENTS SHALL BE CAST ON A 4" THICK SAND BED.
5. ALL FOUNDATION ELEMENTS SHALL BE CAST ON A 4" THICK SAND BED.
6. ALL FOUNDATION ELEMENTS SHALL BE CAST ON A 4" THICK SAND BED.
7. ALL FOUNDATION ELEMENTS SHALL BE CAST ON A 4" THICK SAND BED.
8. ALL FOUNDATION ELEMENTS SHALL BE CAST ON A 4" THICK SAND BED.
9. ALL FOUNDATION ELEMENTS SHALL BE CAST ON A 4" THICK SAND BED.
10. ALL FOUNDATION ELEMENTS SHALL BE CAST ON A 4" THICK SAND BED.





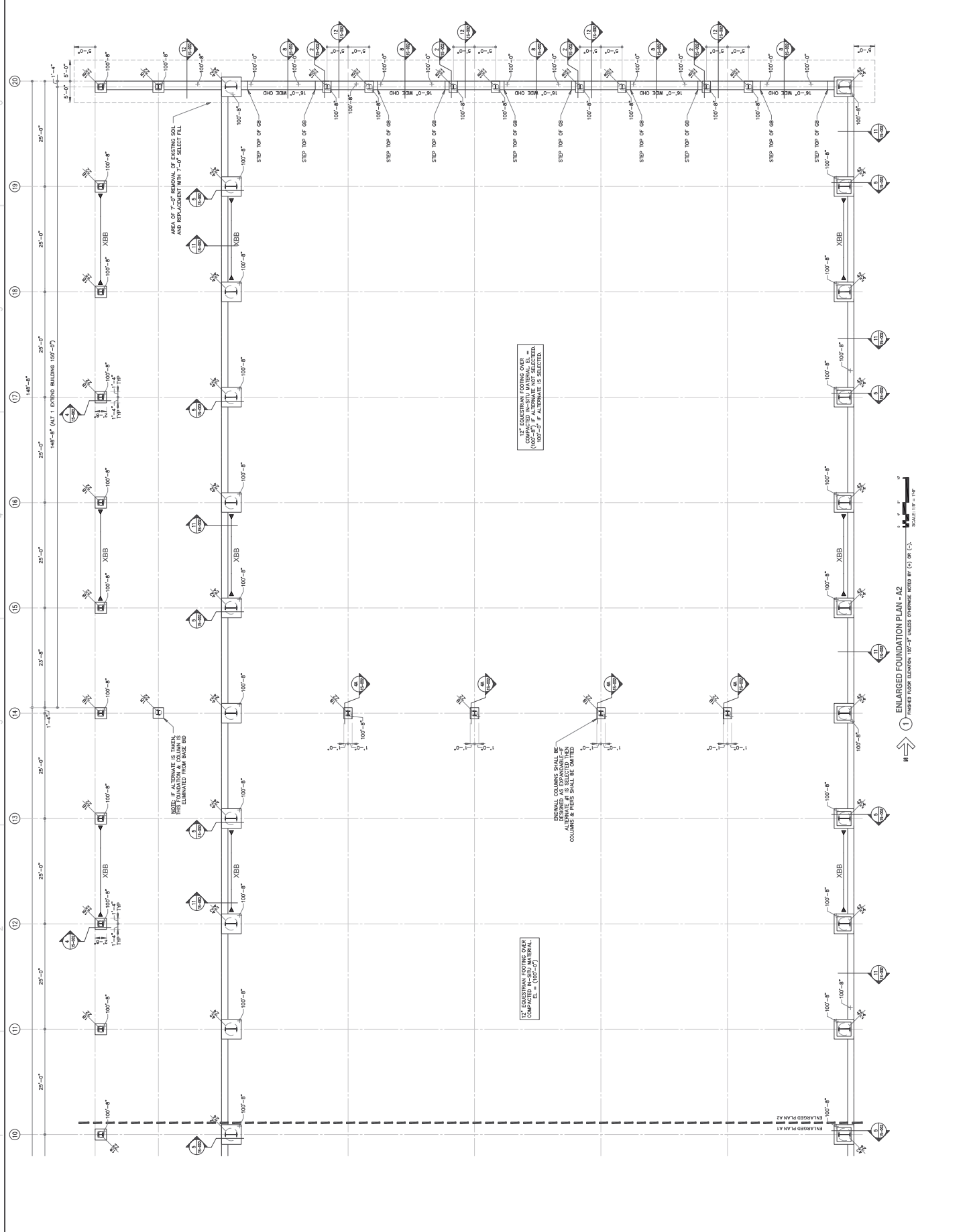
Williamson County Expo Center
West Arena

CLIENT
Williamson Co. Expo Center
6360 BM Pickett Trail
Taylor, TX 76774

PROJECT NO.
PDC2014
REV. PLANS

#	DATE	DESCRIPTION
1	05/20/2014	100% Construction Documents

**FOUNDATION PLAN
ENLARGED A2
1S-103**



1 ENLARGED FOUNDATION PLAN - A2
FINISHED FLOOR ELEVATION 100'-0" UNLESS OTHERWISE NOTED BY (C) OR (C-)
SCALE: 1/8" = 1'-0"

CLIENT
 Williamson Co. Expo Center
 5350 Bell Picket Trail
 Taylor, TX 76774

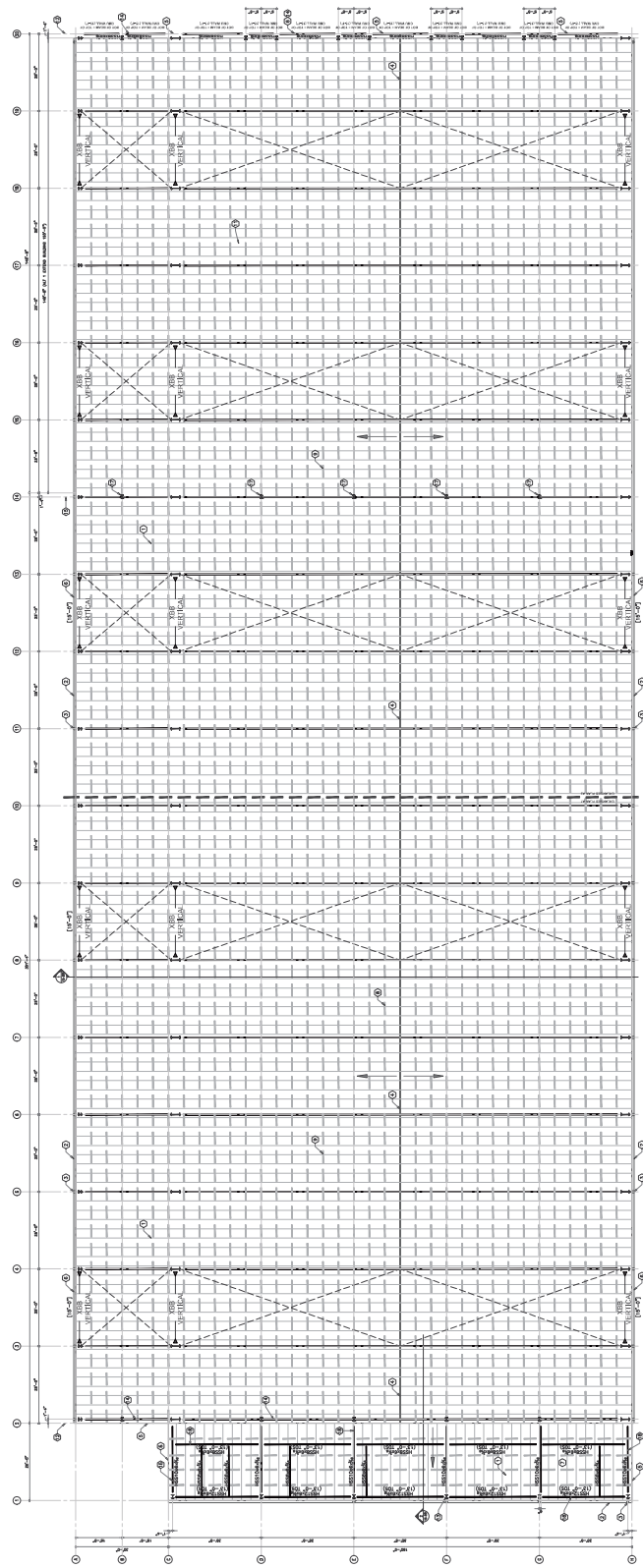
PROJECT NO.
 1020014

REV. NO.
 001

REV. DATE
 01/11/11

DATE
 01/11/11

**OVERALL ROOF
 FRAMING PLAN
 1S-201**



- REVISIONS:**
- 1. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 2. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 3. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 4. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 5. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
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 - 12. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 13. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 14. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 15. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
- GENERAL NOTES:**
- 1. REFER TO PLAN FOR ADDITIONAL LOADING REQUIREMENTS.
 - 2. SEE MECHANICAL DRAWINGS FOR ROOF PENETRATIONS.
 - 3. ALL BUILDING OPENINGS MUST BE CLASSED WITH PRE-FINISHED METAL PANELS IN ORDER TO PROVIDE A WEATHER TIGHT BUILDING ENVELOPE.
 - 4. BUILDING STRUCTURE SHALL BE TEMPORARILY BRACED DURING CONSTRUCTION TO RESIST LATERAL LOADS AND UNBRACED TOWER IMPACTS UNTIL THE DESIGN CONDITIONS SHOWN ON PLAN ARE MET.
 - 5. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 6. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 7. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 8. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
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 - 11. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 12. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 13. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 14. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
 - 15. PRE-FINISHED METAL PANEL, 100'-0" OVERHANG
- OVERALL ROOF FRAMING PLAN**
- FINISHED FLOOR ELEVATION 100'-0" UNLESS OTHERWISE NOTED BY () OR ()
- 1" = 10'-0"
- 1" = 10'-0"

13. AVAILABLE 4-BRACED BAYS IDENTIFIED BY "OBR".

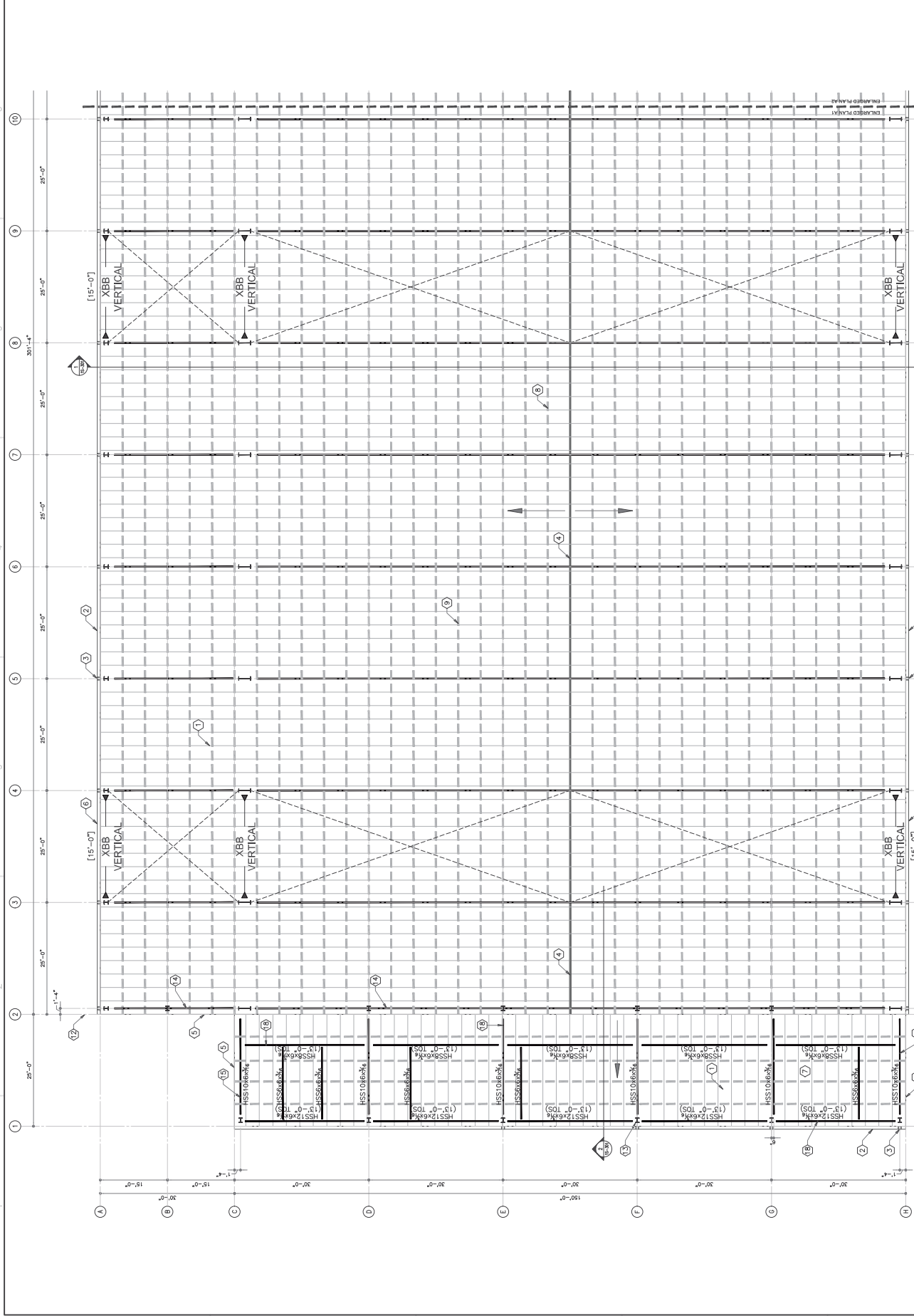
14. PROVIDE LOADS CAPACITY FOR A CONCENTRATED LOAD AT THE RIDGE AT EACH BAY OF THE MAIN BUILDING.

15. REFER TO MECHANICAL DRAWINGS FOR OPENING SIZES AND LOCATIONS.

16. REFER TO CIVIL DOCUMENTS FOR THE OR OF DOWNSPOUTS TO EXTERIOR AND LOCATIONS OF OPENING, WINDOW, AND DOORS.

17. PROVIDE BRACED BEAM ROOF AT ALL DOWNSPOUTS NOT TIED INTO UNDERGROUND DRAINAGE SYSTEM.

18. REF. SHEET 1S-204 FOR TYP. HSS CONNECTIONS.



- DETAIL NOTES**
1. PRE-FINISHED METAL PANELS SHALL BE TYPE 30, 24 GA. GALVALUM.
 2. PRE-FINISHED METAL PANELS SHALL BE TYPE 30, 24 GA. GALVALUM.
 3. PRE-FINISHED METAL PANELS SHALL BE TYPE 30, 24 GA. GALVALUM.
 4. PRE-FINISHED METAL PANELS SHALL BE TYPE 30, 24 GA. GALVALUM.
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 18. PRE-FINISHED METAL PANELS SHALL BE TYPE 30, 24 GA. GALVALUM.
 19. PRE-FINISHED METAL PANELS SHALL BE TYPE 30, 24 GA. GALVALUM.
 20. PRE-FINISHED METAL PANELS SHALL BE TYPE 30, 24 GA. GALVALUM.
- PLAN NOTES**
1. REFER TO PLAN FOR ADDITIONAL LOADING REQUIREMENTS.
 2. SET MECHANICAL DRAWINGS FOR ROOF PENETRATIONS.
 3. ALL BEARING OPENINGS MUST BE CLASSED WITH PRE-FINISHED METAL PANELS.
 4. REFER TO PLAN FOR ROOF SLOPES AND LOW SLOPE ELEVATIONS.
 5. BEARING STRUCTURE SHALL BE TEMPORARILY BRACED DURING CONSTRUCTION TO RESIST LATERAL LOADS AND UNBRACED LOADS.
 6. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR OPENINGS NOT SHOWN.
 7. REFER TO ARCHITECTURAL SCHEDULE FOR OVERHEAD DOOR REQUIREMENTS.
 8. REFER TO ARCHITECTURAL DRAWINGS FOR WALL PANELS, LOCATIONS AND TYPES.
 9. REFER TO ARCHITECTURAL ELEVATIONS FOR WALL PANELS, LOCATIONS AND TYPES.
 10. REFER TO CIVIL DOCUMENTS FOR THE-IR OF DOWNPOUNTS TO RESPECTIVE.
 11. NOT USED.
 12. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR OPENINGS NOT SHOWN.
 13. REFER TO CIVIL DOCUMENTS FOR THE-IR OF DOWNPOUNTS TO RESPECTIVE.
 14. PROVIDE LOADS CAPACITY FOR A CONCENTRATED LOAD AT THE ROSE AT EACH BAY OF THE MAIN BUILDING.
 15. AVAILABLE 4-BAYED BAYS INDICATED TRUSS "TRUSS".
 16. REFER TO CIVIL DOCUMENTS FOR THE-IR OF DOWNPOUNTS TO UNDERGROUND DRAINAGE SYSTEM.
 17. PROVIDE WEAR SURFACE BLOCKS AT ALL DOWNPOUNTS NOT TIED INTO UNDERGROUND DRAINAGE SYSTEM.
 18. RFP SHEET 1S-204 FOR TYP. VES CONNECTIONS.
- SCALE: 1/8" = 1'-0"**

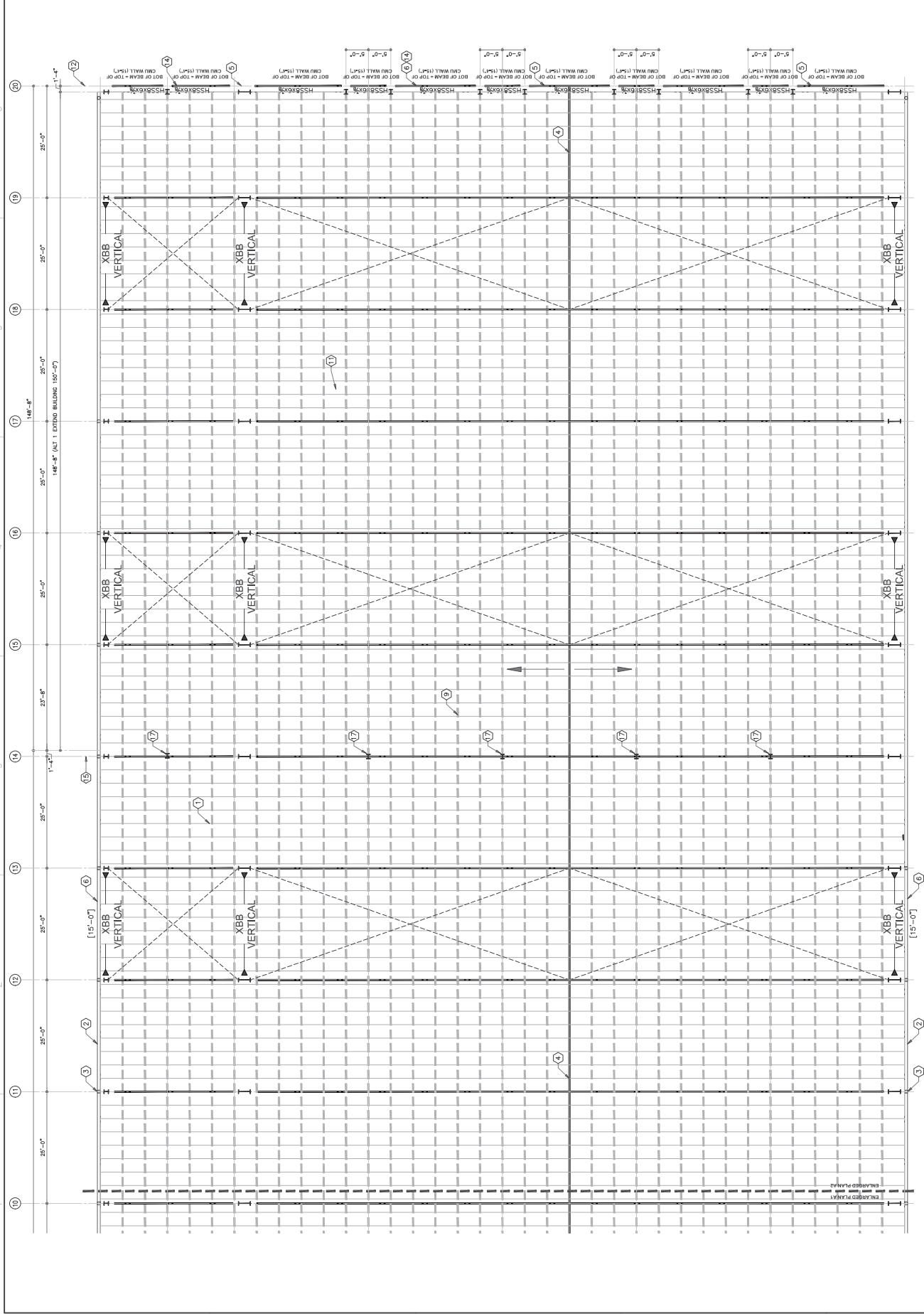
CLIENT
 Williamson Co. Expo Center
 3300 Bill Pickett Trail
 Taylor, TX 76774

PROJECT NO.
 PDS0211

REV. NO.
 017 PLN

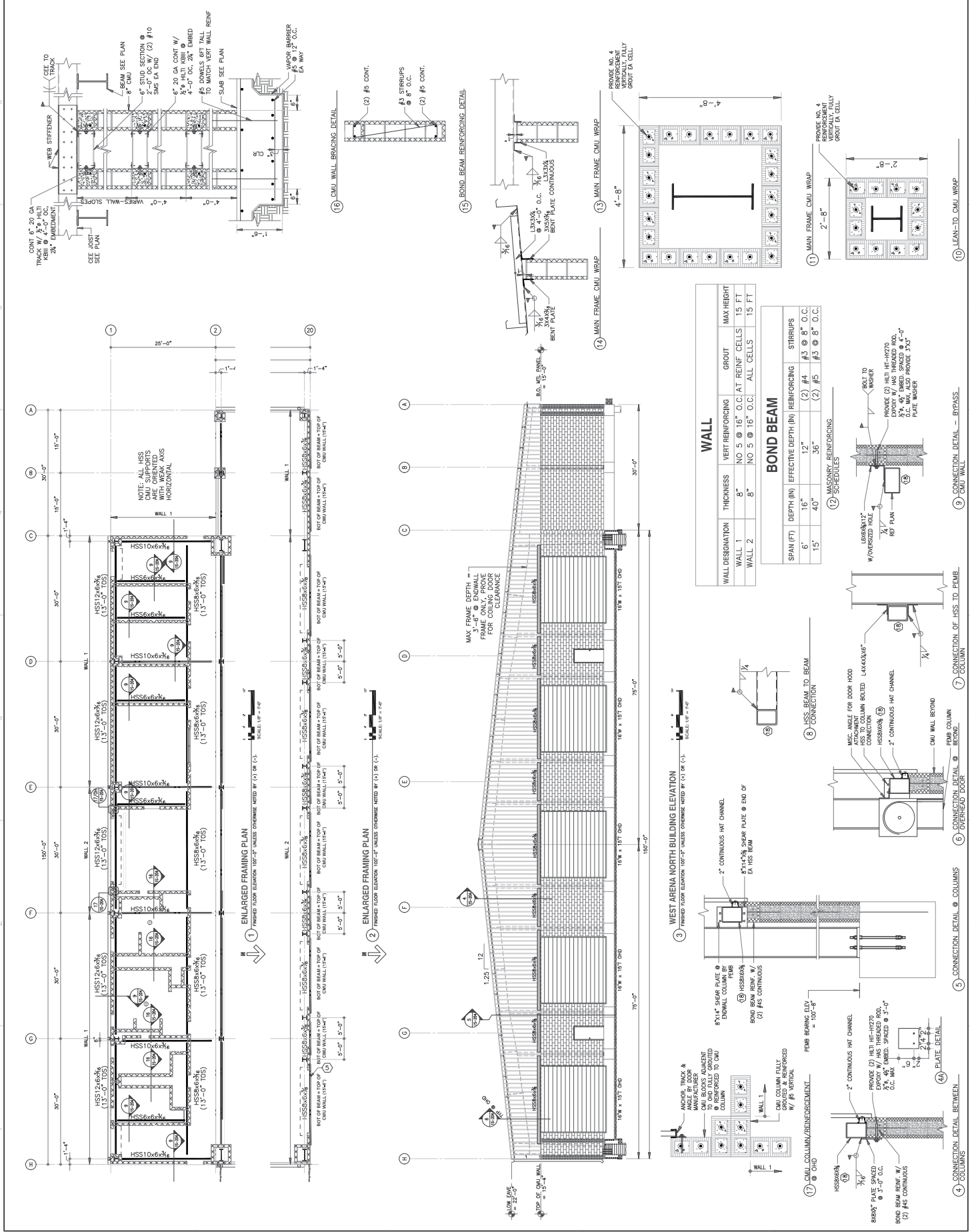
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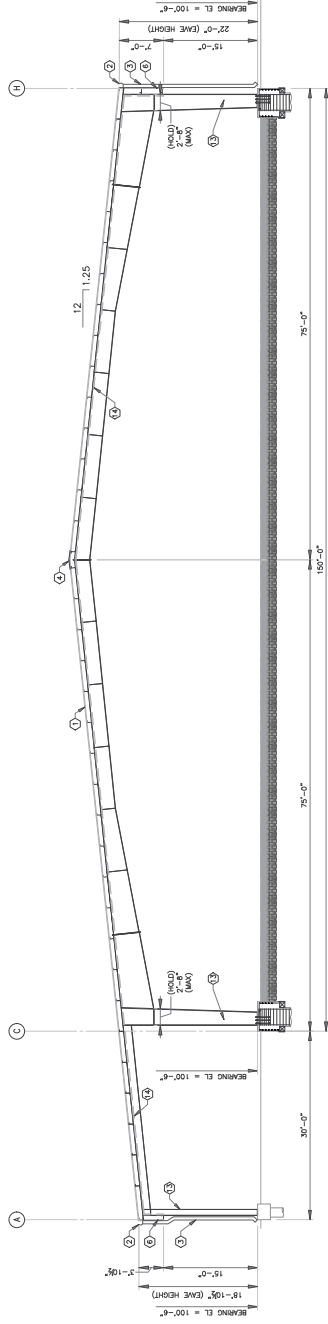
ROOF PLAN - ENLARGED PLAN - A2
1S-203



- LEGEND:**
- ① 2-FRAME GAB AND SPACING BY PER MFR.
 - ② NOT USED.
 - ③ 1/2" WVL REINFORCED BATT INSULATION.
 - ④ 1/2" WVL REINFORCED BATT INSULATION.
 - ⑤ BEARING TYPE FRAME LINE.
 - ⑥ 2" WVL REINFORCED BATT INSULATION.
 - ⑦ 2" WVL REINFORCED BATT INSULATION.
 - ⑧ 2" WVL REINFORCED BATT INSULATION.
 - ⑨ 2" WVL REINFORCED BATT INSULATION.
 - ⑩ 2" WVL REINFORCED BATT INSULATION.
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 - ⑭ 2" WVL REINFORCED BATT INSULATION.
 - ⑮ 2" WVL REINFORCED BATT INSULATION.
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 - ⑰ 2" WVL REINFORCED BATT INSULATION.
 - ⑱ 2" WVL REINFORCED BATT INSULATION.
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 - ⑳ 2" WVL REINFORCED BATT INSULATION.
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 - ㊾ 2" WVL REINFORCED BATT INSULATION.
 - ㊿ 2" WVL REINFORCED BATT INSULATION.
- PLAN NOTES:**
1. REFER TO PLAN FOR ADDITIONAL LOADING REQUIREMENTS.
 2. SEE MECHANICAL DRAWINGS FOR ROOF PENETRATIONS.
 3. ALL BUILDING OPENINGS MUST BE FINISHED WITH PRE-FINISHED METAL PANELS.
 4. REFER TO PLAN FOR ROOF SLOPE AND LOW SLOPE ELEVATIONS.
 5. BUILDING STRUCTURE SHALL BE TEMPORARILY BRACED DURING CONSTRUCTION TO RESIST LATERAL LOADS AND UNBRACED LOADS.
 6. REFER TO MECHANICAL, ELECTRICAL, PLUMBING AND ARCHITECTURAL DRAWINGS FOR SLOPE CONNECTIONS FOR WAVE.
- GENERAL NOTES:**
7. REFER TO ARCHITECTURAL SCHEDULE FOR OVERHEAD DOOR REQUIREMENTS.
 8. REFER TO ARCHITECTURAL DRAWINGS FOR INTERIOR LIGHT PANEL LOCATION AND TYPES.
 9. REFER TO ARCHITECTURAL ELEVATIONS FOR WALL PANEL REQUIREMENTS, FINISHES, COLORS OF OPENINGS, WINDOWS, AND DOORS.
 10. REFER TO CIVIL DRAWINGS FOR RE-IN OF CORNERPOITS TO EXISTING FOUNDATION.
 11. NOT USED.
 12. REFER TO MECHANICAL, ELECTRICAL, PLUMBING AND ARCHITECTURAL DRAWINGS FOR OPENINGS NOT TIED INTO UNDERGROUND DRAINAGE SYSTEM.
 13. PROVIDE UNBRACED BAYS SPACED BY PER MFR.
 14. PROVIDE LOADS CAPACITY FOR A CONCENTRATED LOAD AT THE ROSE AT EACH BAY OF THE MAIN BUILDING.
 15. REFER TO CIVIL DRAWINGS FOR RE-IN OF CORNERPOITS TO EXISTING FOUNDATION.
 16. REFER TO CIVIL DRAWINGS FOR RE-IN OF CORNERPOITS TO EXISTING FOUNDATION.
 17. PROVIDE PRECAST SPASH BLOCKS AT ALL CORNERPOITS NOT TIED INTO UNDERGROUND DRAINAGE SYSTEM.
 18. REF. SHEET 1S-204 FOR TRIP HISS CONNECTIONS.

#	DATE	DESCRIPTION
1		ISSUED FOR CONSTRUCTION DOCUMENTS
2		REVISION





- 1 WEST ARENA BUILDING SECTION**
FINISHED FLOOR ELEVATION 100'-0" UNLESS OTHERWISE NOTED BY (1) OR (1-1).
- SCALE 1/8" = 1'-0"**
1. REFER TO ARCHITECTURAL SCHEDULE FOR OVERHEAD DOOR LOCATIONS AND TYPES.
 2. REFER TO ARCHITECTURAL DRAWINGS FOR INTERIOR LINER PANEL FINISH AND CONDITIONS OF GENERAL FINISHES AND PAINTS.
 3. NOT USED.
 4. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR SPACING AND TYPES.
 5. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR SPACING AND TYPES.
 6. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR SPACING AND TYPES.
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 11. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR SPACING AND TYPES.
 12. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR SPACING AND TYPES.

- 2 WEST ARENA BUILDING SECTION**
FINISHED FLOOR ELEVATION 100'-0" UNLESS OTHERWISE NOTED BY (1) OR (1-1).
- SCALE 1/8" = 1'-0"**
1. REFER TO ARCHITECTURAL SCHEDULE FOR OVERHEAD DOOR LOCATIONS AND TYPES.
 2. REFER TO ARCHITECTURAL DRAWINGS FOR INTERIOR LINER PANEL FINISH AND CONDITIONS OF GENERAL FINISHES AND PAINTS.
 3. NOT USED.
 4. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR SPACING AND TYPES.
 5. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR SPACING AND TYPES.
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 11. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR SPACING AND TYPES.
 12. REFER TO MECHANICAL, ELECTRICAL, PLUMBING, AND ARCHITECTURAL DRAWINGS FOR SPACING AND TYPES.

- 3 CIVIL REINFORCING @ OHD OPENING**
1. (2) #5 CONTINUOUS IN TOP & BOTTOM OF BOND BOND BEAM STRIPS SPACED @ 8" O.C.
 2. FIRST (3) CELLS ADJACENT TO OPENING TO BE FULLY GROUTED.

- WEST ARENA BUILDING SECTION**
1. PRE-FINISHED METAL ROOF OR WALL PANELS FOR WALLS AND ROOF.
 2. PRE-FINISHED DOWNSPOUT.
 3. PRE-FINISHED BASE TRIM.
 4. PRE-FINISHED METAL PANEL SHEET.
 5. FIBER LEAN-TO STRUCTURE.
 6. PRE-FINISHED FACIA TRIM.
 7. PRE-FINISHED FACIA TRIM.
 8. PRE-FINISHED FACIA TRIM.
 9. PRE-FINISHED FACIA TRIM.
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- WEST ARENA BUILDING SECTION**
1. PRE-FINISHED FACIA TRIM.
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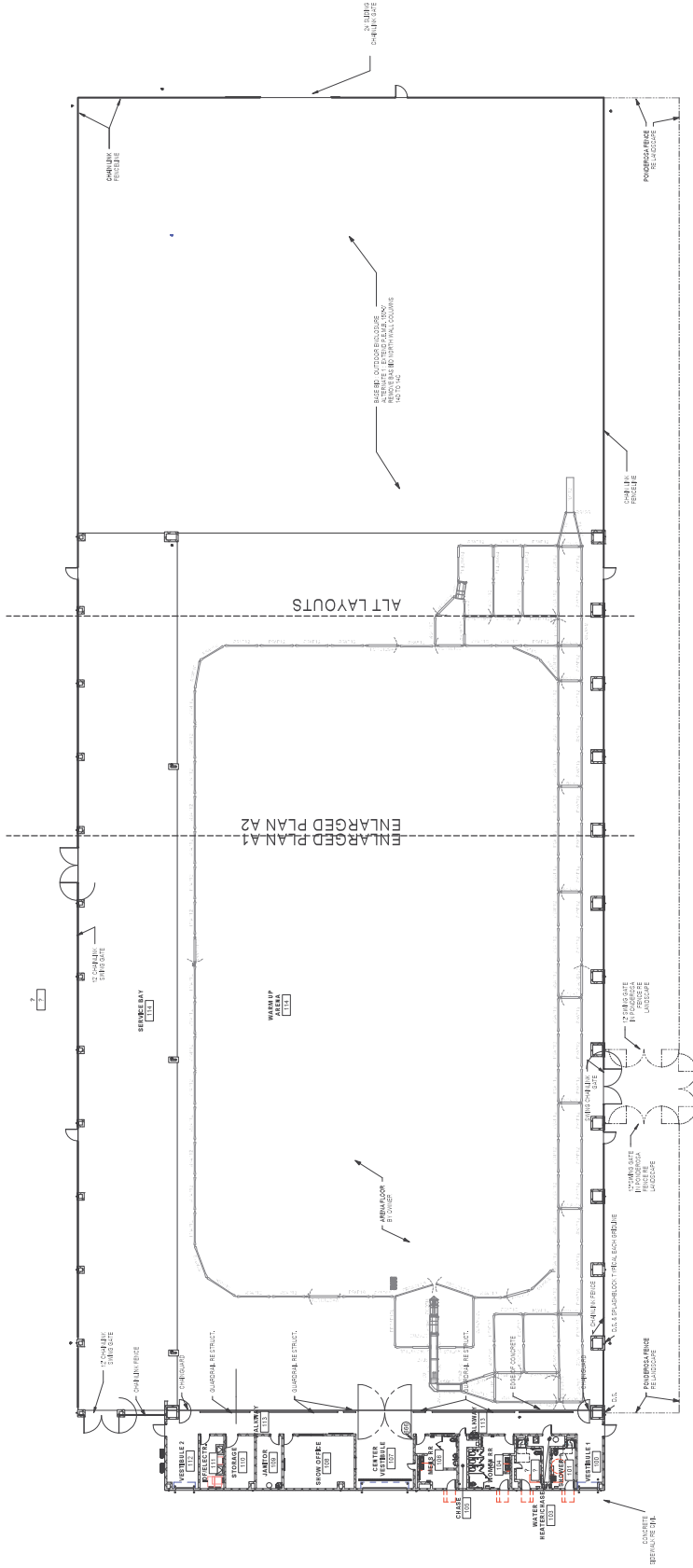
- WEST ARENA BUILDING SECTION**
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- WEST ARENA BUILDING SECTION**
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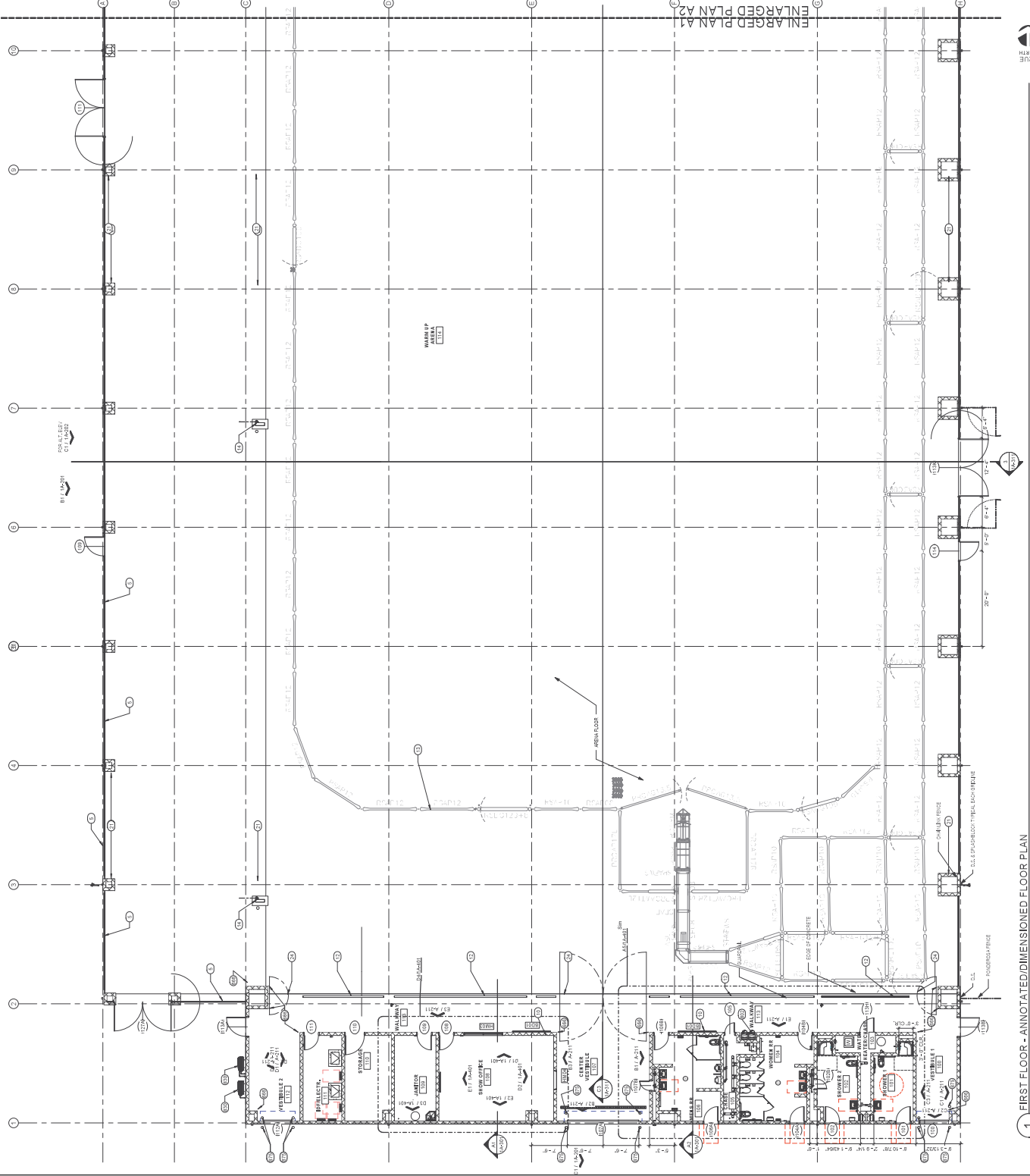
- WEST ARENA BUILDING SECTION**
1. PRE-FINISHED FACIA TRIM.
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 12. PRE-FINISHED FACIA TRIM.



1 FIRST FLOOR - ANNOTATED/DIMENSIONED FLOOR PLAN
 10/17/19



GENERAL NOTES
1. REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING AND INSTALLATION FOR TOILET ROOM ACCESSORIES.



KEY NOTES

- 1. G: GYM FLOOR FINISH
- 2. 10: GYM FLOOR FINISH
- 3. 11: GYM FLOOR FINISH
- 4. 12: GYM FLOOR FINISH
- 5. 13: GYM FLOOR FINISH
- 6. 14: GYM FLOOR FINISH
- 7. 15: GYM FLOOR FINISH
- 8. 16: GYM FLOOR FINISH
- 9. 17: GYM FLOOR FINISH
- 10. 18: GYM FLOOR FINISH
- 11. 19: GYM FLOOR FINISH
- 12. 20: GYM FLOOR FINISH
- 13. 21: GYM FLOOR FINISH
- 14. 22: GYM FLOOR FINISH
- 15. 23: GYM FLOOR FINISH
- 16. 24: GYM FLOOR FINISH
- 17. 25: GYM FLOOR FINISH
- 18. 26: GYM FLOOR FINISH
- 19. 27: GYM FLOOR FINISH
- 20. 28: GYM FLOOR FINISH
- 21. 29: GYM FLOOR FINISH
- 30. 30: GYM FLOOR FINISH

PARTITION LEGEND

1. 10' TALL GLASS PARTITION SYSTEM WITH 15' HIGH MOUNTING SYSTEM. REFER TO ACCESSIBILITY STANDARDS SHEETS FOR MOUNTING AND INSTALLATION FOR TOILET ROOM ACCESSORIES.

PARTITION CONSTRUCTION

- 1. METAL STUDS - SYSTEM BOARD ONE SIDE
- 2. METAL STUDS - SYSTEM BOARD TWO SIDE
- 3. METAL STUDS - 2 LAYERS OF SYSTEM BOARD ON EACH SIDE
- 4. METAL STUDS - 2 LAYERS OF SYSTEM BOARD ON EACH SIDE
- 5. METAL STUDS - 2 LAYERS OF SYSTEM BOARD ON EACH SIDE
- 6. METAL STUDS - 2 LAYERS OF SYSTEM BOARD ON EACH SIDE
- 7. METAL STUDS - 2 LAYERS OF SYSTEM BOARD ON EACH SIDE
- 8. METAL STUDS - 2 LAYERS OF SYSTEM BOARD ON EACH SIDE

PARTITION CONDITION

- 1. PARTITION TO BE ASSEMBLED BY OTHERS.
- 2. PARTITION TO BE ASSEMBLED BY OTHERS.
- 3. PARTITION TO BE ASSEMBLED BY OTHERS.
- 4. PARTITION TO BE ASSEMBLED BY OTHERS.
- 5. PARTITION TO BE ASSEMBLED BY OTHERS.
- 6. PARTITION TO BE ASSEMBLED BY OTHERS.
- 7. PARTITION TO BE ASSEMBLED BY OTHERS.
- 8. PARTITION TO BE ASSEMBLED BY OTHERS.

1 FIRST FLOOR - ANNOTATED/DIMENSIONED FLOOR PLAN
10/28/2018



GENERAL NOTES
 1. REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING HEIGHTS/LOCATIONS FOR TOILET FROM ACCESSIBLES.

KEY NOTES
 AS NOTED BY ()

- 1. DOWN ANCHOR BRACKETING
- 2. STRUCTURAL BRACE, NOT STRUCTURAL

PARTITION LEGEND

SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT. THE POINT OF AN INTERSECTION WALL, IF NO CHANGE IN MATERIALS IS SHOWN, DESIGNATION APPLIES. REFER TO CODE PLAN CARD FOR SIZED WALLS.

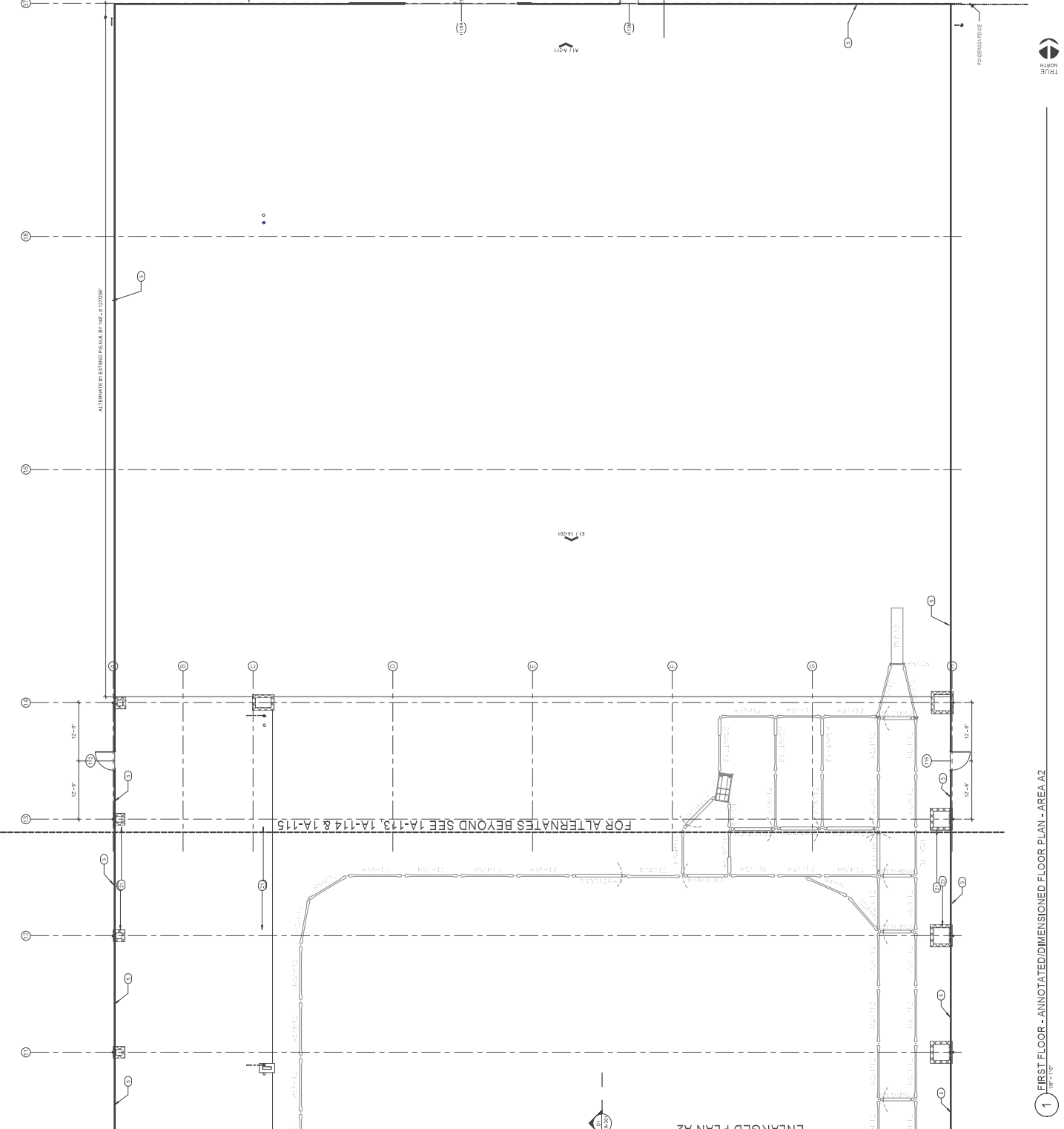
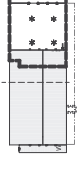


PARTITION CONSTRUCTION

- A. METAL STUDS - SYSTEM BOARD ONE SIDE
- B. METAL STUDS - SYSTEM BOARD TWO SIDES
- C. CONSTRUCTION BOARD ON HAT CHANNELS
- D. SYSTEM BOARD ON HAT CHANNELS
- E. SMART WALL SYSTEM - SYSTEM BOARD ON FINISHED FLOOR
- F. SMART WALL SYSTEM - SYSTEM BOARD ON FINISHED SUB FLOOR

PARTITION CONDITION

1. REVIEW ALL PARTITION WALLS TO BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY. ALL PARTITION WALLS SHALL BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY. ALL PARTITION WALLS SHALL BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY. ALL PARTITION WALLS SHALL BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY.
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5. ALL PARTITION WALLS SHALL BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY. ALL PARTITION WALLS SHALL BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY. ALL PARTITION WALLS SHALL BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY.
6. ALL PARTITION WALLS SHALL BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY. ALL PARTITION WALLS SHALL BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY. ALL PARTITION WALLS SHALL BE ASSEMBLED TO THE DATE OF WALL ASSEMBLY.



1 FIRST FLOOR - ANNOTATED/DIMENSIONED FLOOR PLAN - AREA A2
 10/24/18



Revision table with columns for #, DATE, DESCRIPTION.

GENERAL NOTES
A. REFER TO CONSTRUCTION DETAILS FOR ELECTRICAL MOUNTING HEIGHTS AND DIMENSIONS.

KEY NOTES
AS INDICATED BY KEY SYMBOL

- 1. CHAIR ANCHORS FOR COLUMNS
2. ROSE BUSH WITH ECHT TRENCH, RE-PLUMBING TO BALANCE REFLECTORIAL
3. ROUND

PARTITION LEGEND

THE FOLLOWING ARE TO BE INSTALLED, DIMENSIONED, AND LOCATED AS SHOWN ON THIS DRAWING. THE PARTITION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND CONDITIONS:

- 1. PARTITION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND CONDITIONS:
2. PARTITION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND CONDITIONS:
3. PARTITION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND CONDITIONS:

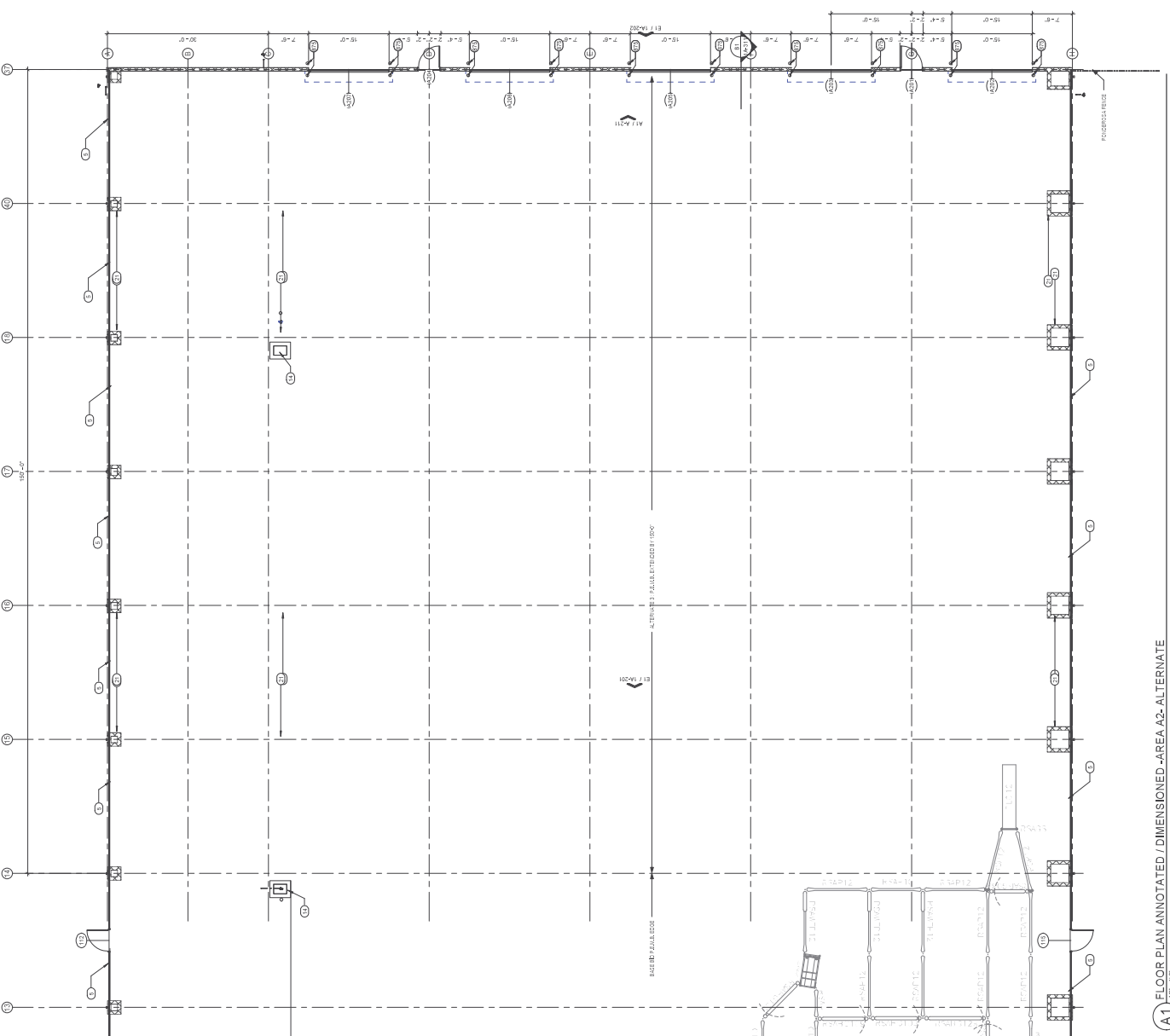


PARTITION CONSTRUCTION

- A. METAL STUDS SYSTEM WITH GYPSUM BOARD AND FINISH
B. METAL STUDS SYSTEM WITH GYPSUM BOARD AND FINISH
C. METAL STUDS SYSTEM WITH GYPSUM BOARD AND FINISH

PARTITION CONDITION

- 1. PARTITION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND CONDITIONS:
2. PARTITION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND CONDITIONS:
3. PARTITION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND CONDITIONS:



A1 FLOOR PLAN ANNOTATED / DIMENSIONED -AREA A2- ALTERNATE



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AND RECORDS ONLY. THIS DRAWING OR
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CLIENT
Williamson County
5350 Bell Pickett Trail
Taylor, TX 78074

PROJECT NO.
0905239
REV. DATE

NO.	DATE	DESCRIPTION

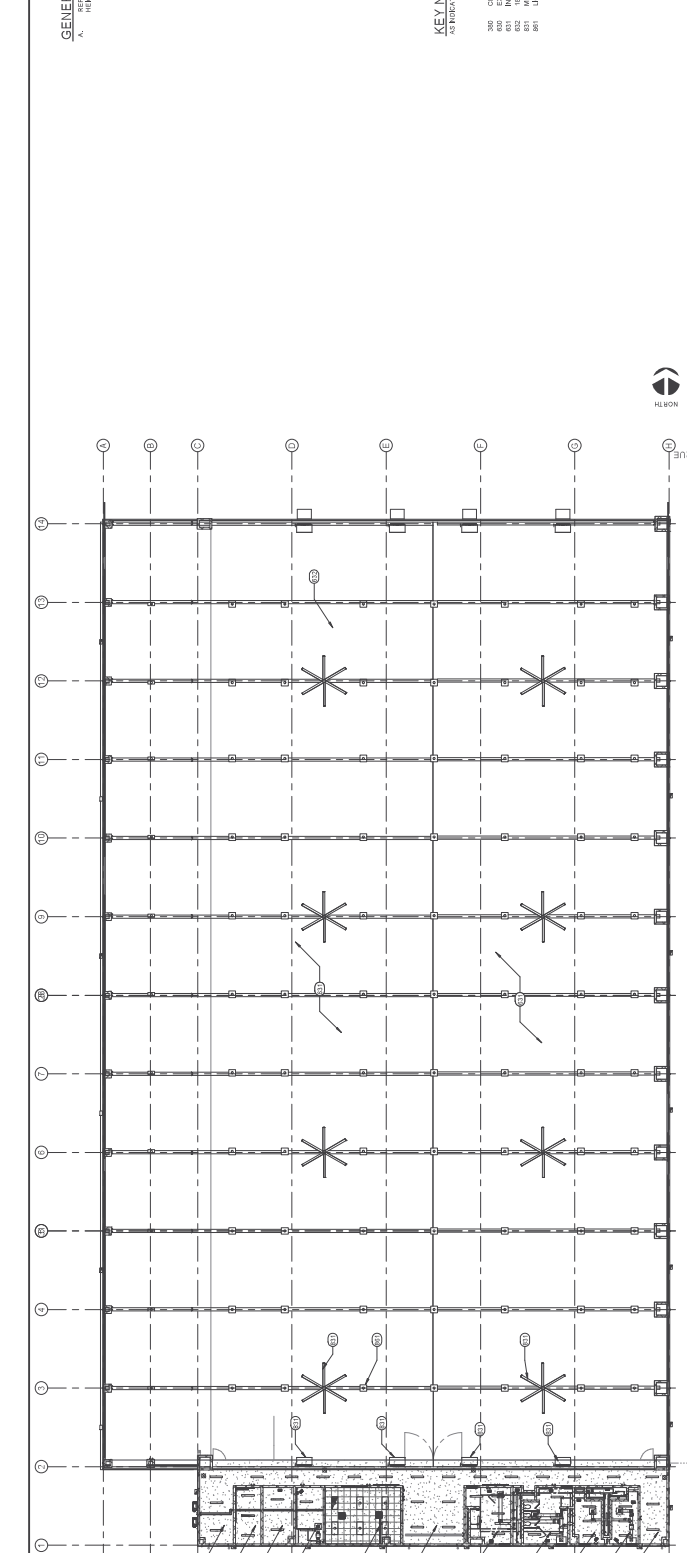
GENERAL NOTES

A. REFER TO SHEETS FOR TYPICAL MOUNTING HEIGHTS AND FOR NOTES REGARDING ACCESSIBILITY.

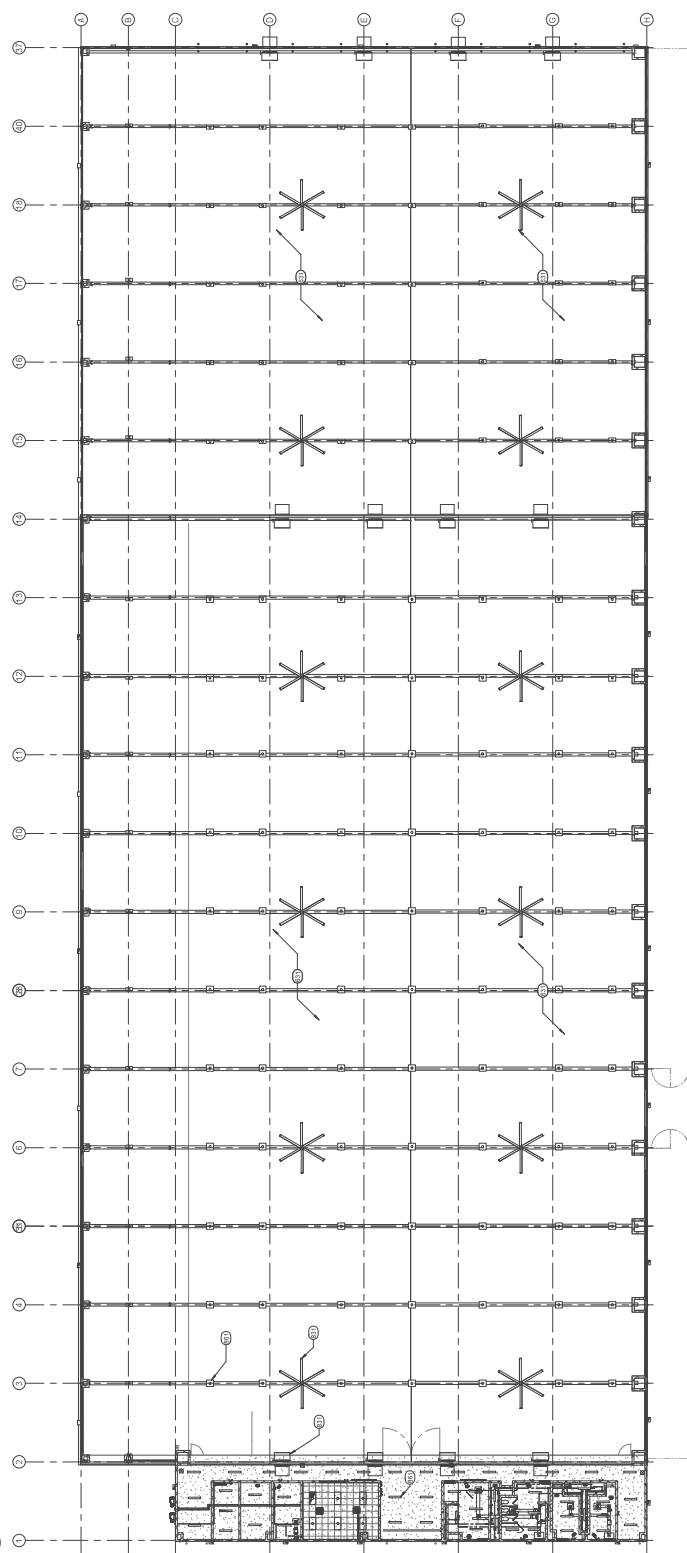
KEY NOTES

AS INDICATED BY

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- 810 24" X 24" X 1/2" ALUMINUM BRACKET HANGERS
- 811 24" X 24" X 1/2" ALUMINUM BRACKET HANGERS
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- 900 24" X 24" X 1/2" ALUMINUM BRACKET HANGERS



C1 FIRST FLOOR - REFLECTED CEILING PLAN



A1 FIRST FLOOR - REFLECTED CEILING PLAN - ALTERNATE



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PROJECT NO.
 888628

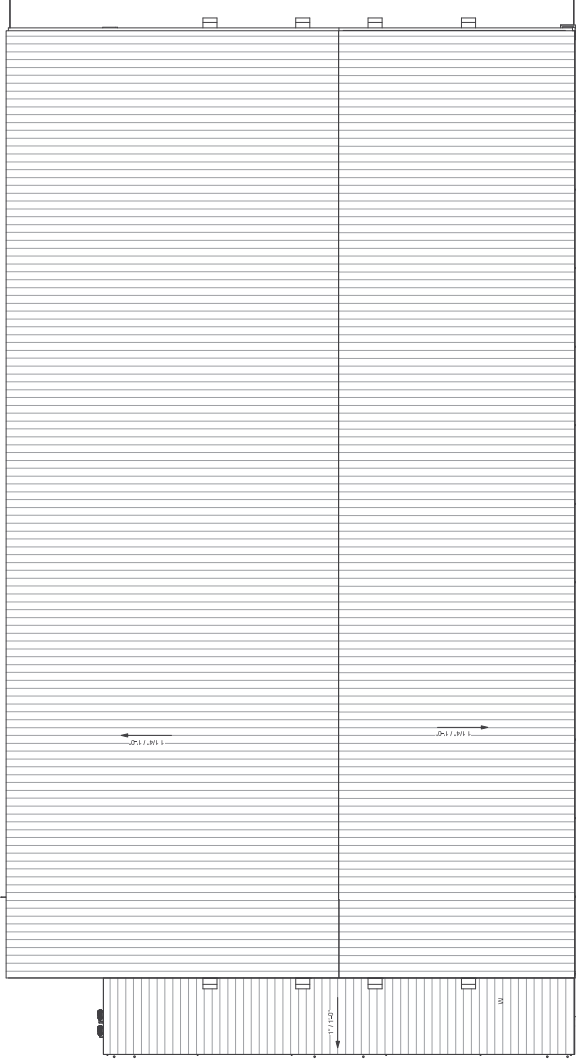
KEY PLAN

NO.	DATE	DESCRIPTION
1	08/20/2018	ISSUED FOR PERMITS

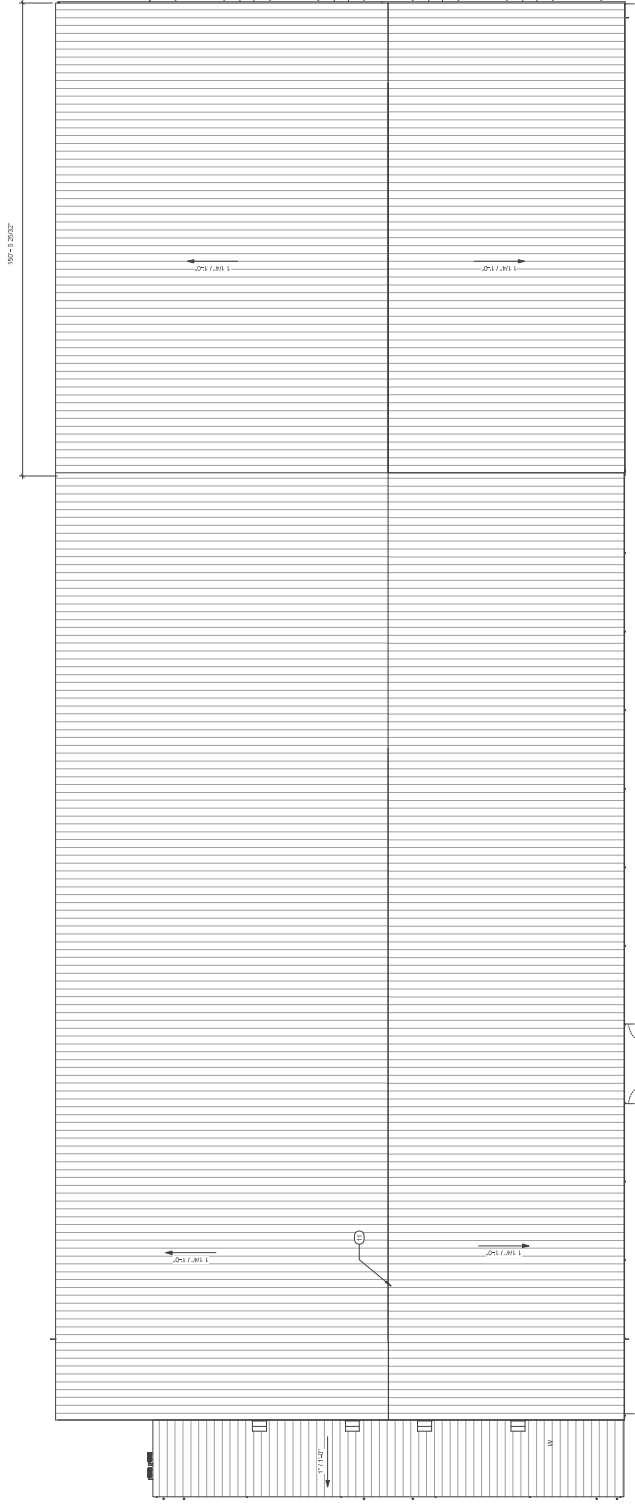
GENERAL NOTES

- COORDINATE LOCATION OF ROOFTOP EQUIPMENT WITH STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING CONTRACTORS. PROVIDE A SCHEDULE OF ROOFTOP EQUIPMENT TO THE ARCHITECT FOR REVIEW AND APPROVAL. PROVIDE A SCHEDULE OF ROOFTOP EQUIPMENT TO THE ARCHITECT FOR REVIEW AND APPROVAL.
- PROVIDE A SCHEDULE OF ROOFTOP EQUIPMENT TO THE ARCHITECT FOR REVIEW AND APPROVAL.
- COORDINATE WITH MECHANICAL, ELECTRICAL AND PLUMBING CONTRACTORS FOR ROOFTOP EQUIPMENT REQUIREMENTS.

KEY NOTES
 AS INDICATED BY: **○**
 1) ROOFTOP EQUIPMENT



C1 ROOF PLAN - BASE BID
 11/11/18



A1 ROOF PLAN - ALT
 11/11/18

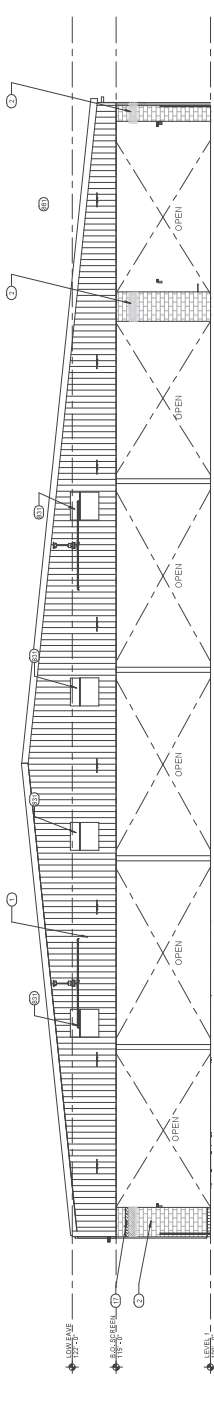


GENERAL NOTES

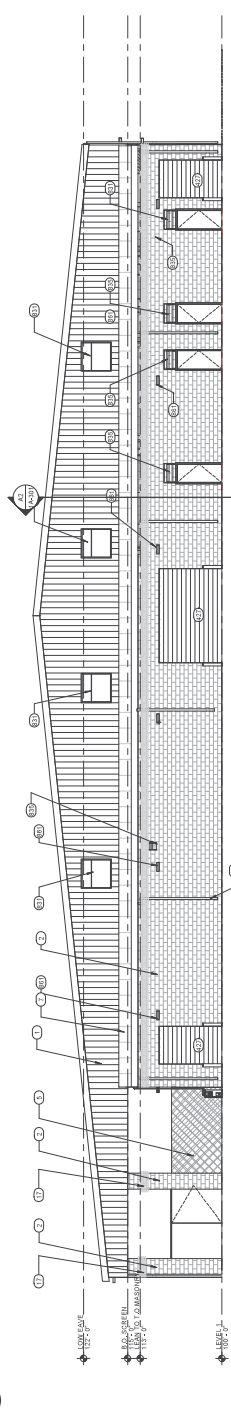
1. SEE GENERAL NOTES FOR DETAILS AS NEEDED.

KEY NOTES

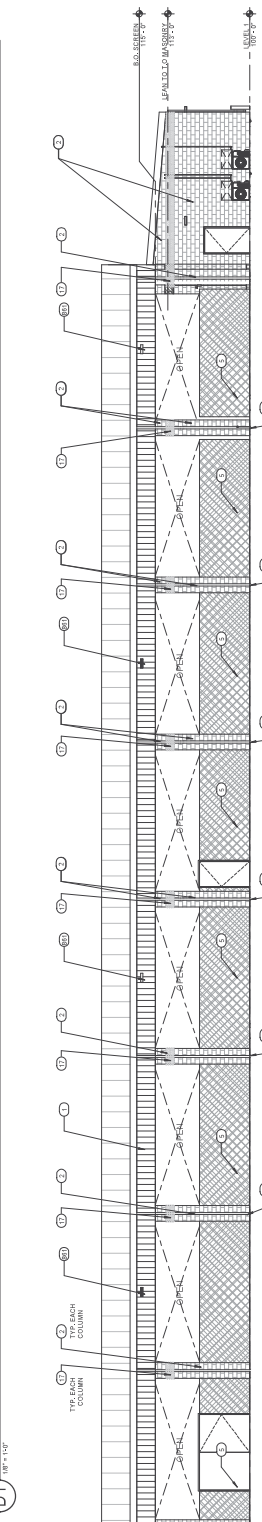
1. METAL PANEL WALL SYSTEM PER PERM
2. 1/2" GYPSUM BOARD OVER METAL PANELS
3. 5/8" CONCRETE BLOCK EXTERIOR FINISH
4. 1/2" GYPSUM BOARD OVER CONCRETE BLOCK
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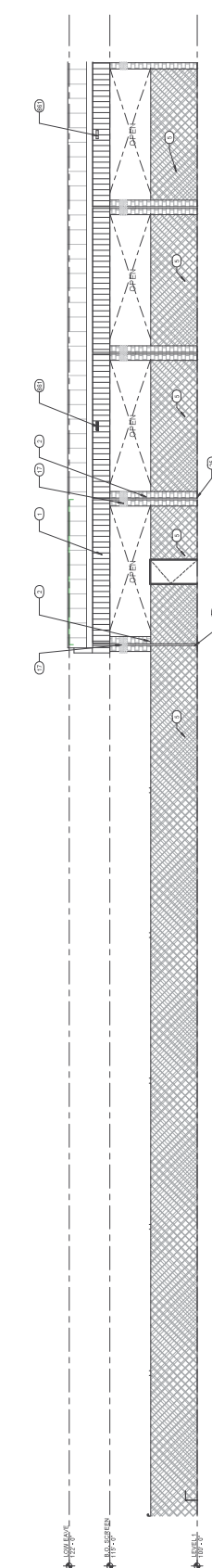
E1 NORTH ELEVATION - BASE BID



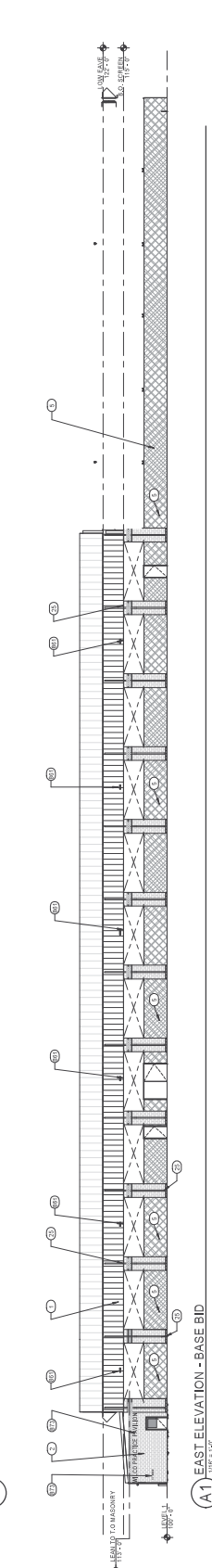
D1 SOUTH ELEVATION - BASE BID



C1 WEST ELEVATION AREA A - BASE BID



B1 WEST ELEVATION AREA B - BASE BID

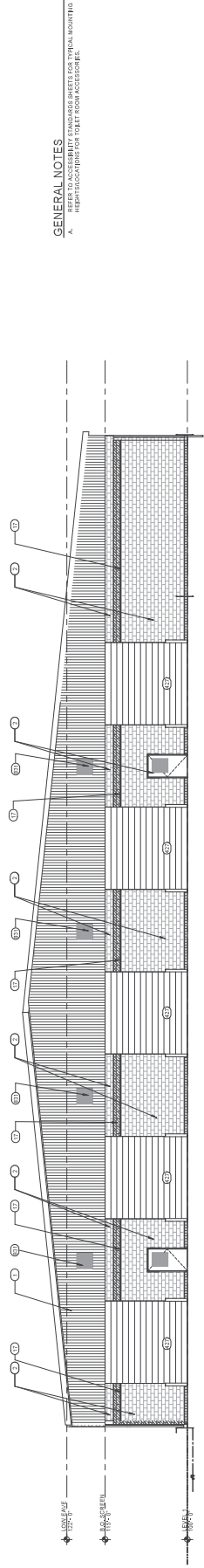


A1 EAST ELEVATION - BASE BID

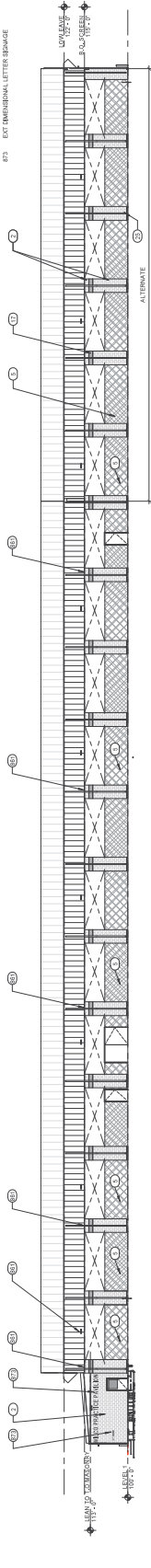
GENERAL NOTES
 A. REFER TO COMPLETION TABLE FROM ACCESSORIES.

KEY NOTES
 AS INDICATED BY (K)

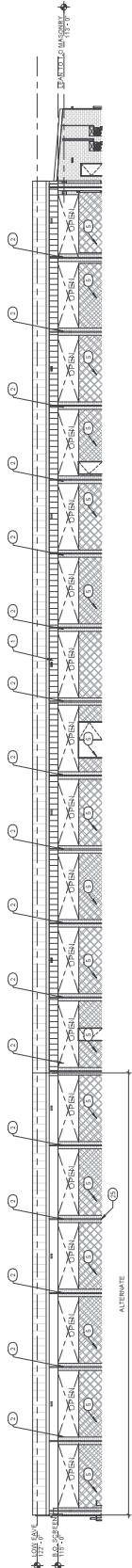
- 1 METAL PANEL WALL SYSTEMS (PWB)
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E1 EXT-NORTHALT
 1/8" = 1'-0"



D1 EAST ELEVATION
 1/8" = 1'-0"



C1 WEST ELEVATION AREA A
 1/8" = 1'-0"

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 DES DOCUMENTS ARCHITECTURAUX ET
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 D'ÊTRE ACCÈS EN LIGNE OU
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 Expo Center

WILSON JOHNSON ARCHITECTS
EXPO

CLIENT
 Williamson County
 5350 Bill Pickett Trail
 Taylor, TX 78074

PROJECT NO.
 0806201

DATE
 05/11/16

DATE RECEIVED

Wall Sections
1A-311

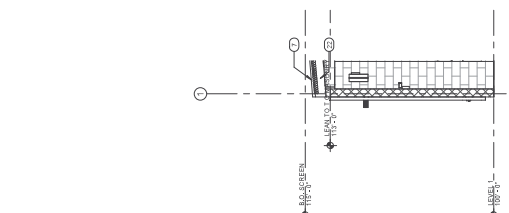
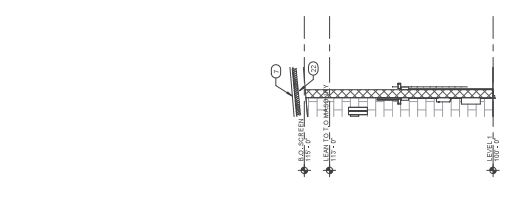
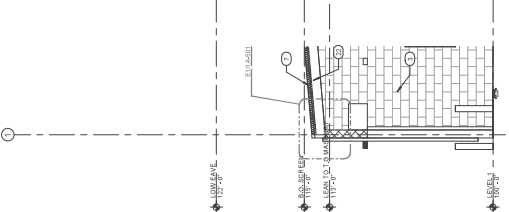
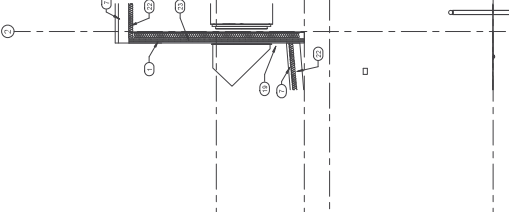
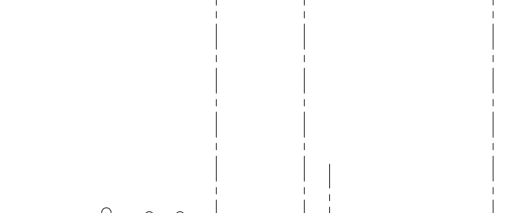
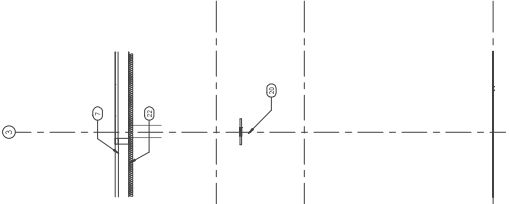
GENERAL NOTES

A. WALL SECTION NOTES AS NEEDED.

KEY NOTES

AS NOTED BY (C)

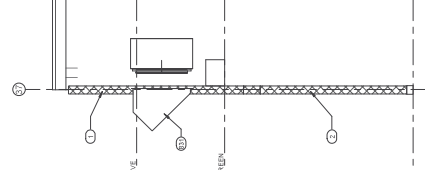
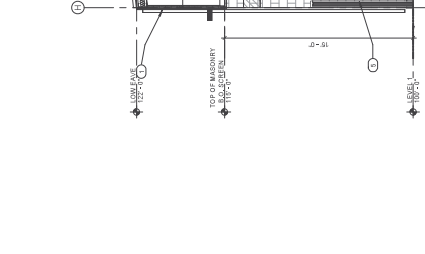
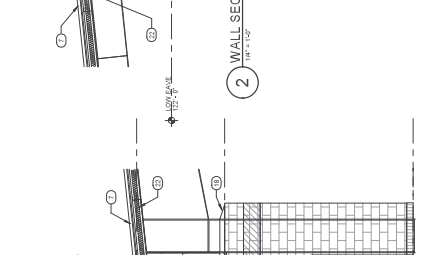
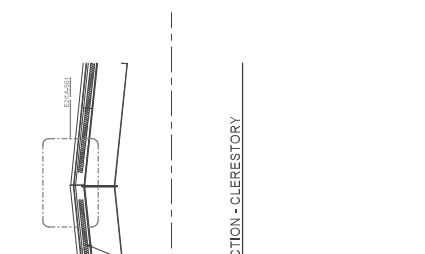
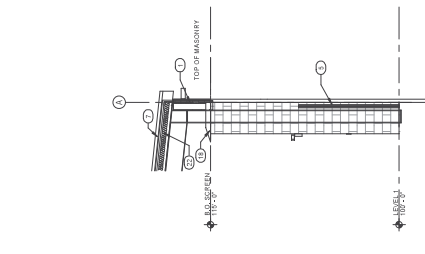
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(C3) WALL SECTION - SOUTH LEAN TO
 1/8" = 1'-0"

(C2) BUILDING SECTION - RR - Callout 2
 1/8" = 1'-0"

(C1) BUILDING SECTION - RR - Callout 1
 1/8" = 1'-0"



(3) WALL SECTION - WEST
 1/8" = 1'-0"

(2) WALL SECTION - CLERESTORY
 1/8" = 1'-0"

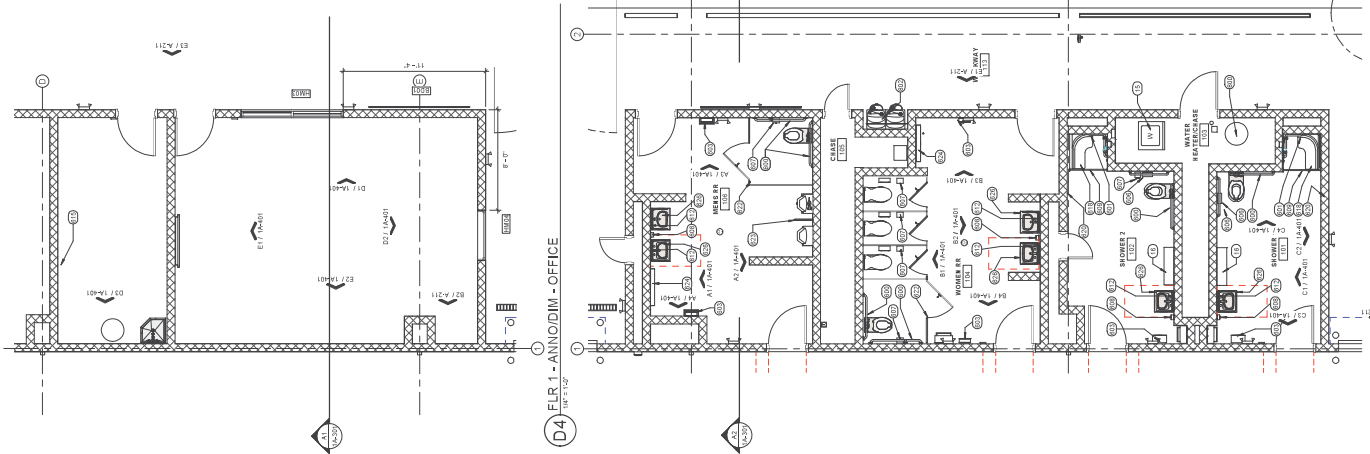
(B3) WALL SECTION - EAST
 1/8" = 1'-0"

(B1) ALT-WALL SECTION
 1/8" = 1'-0"

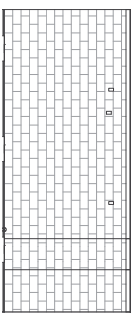
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8	08/20/20	ISSUED FOR PERMITS
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10	08/20/20	ISSUED FOR PERMITS

GENERAL NOTES
 1. BALANCE PLAN NOTES APPLIED.

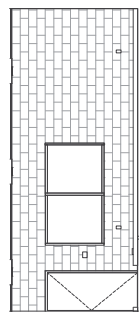
- KEY NOTES**
- 10 STAIRWELL TRAILER ENTRY - BY OWNER
 - 11 STAIRWELL TRAILER ENTRY - BY OWNER
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 - 002 STAIRWELL TRAILER ENTRY - BY OWNER
 - 003 STAIRWELL TRAILER ENTRY - BY OWNER
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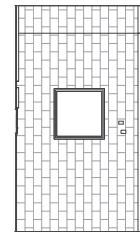
FLR 1 - ANNODIM - OFFICE
 1A-401



E1 INTERIOR ELEVATION
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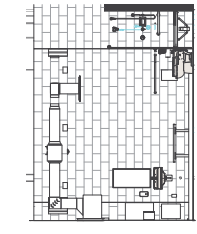


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 1/8" = 1'-0"

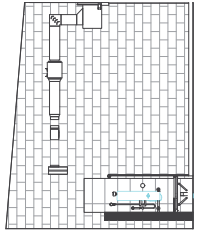


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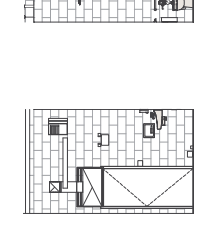
D1 INTERIOR ELEVATION
 1/8" = 1'-0"



D2 INTERIOR ELEVATION
 1/8" = 1'-0"

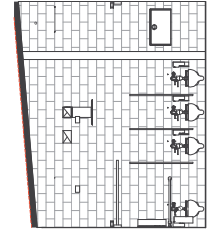


D3 INTERIOR ELEVATION
 1/8" = 1'-0"

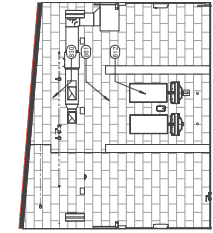


D4 INTERIOR ELEVATION
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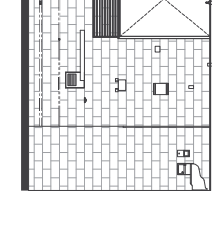
C1 INTERIOR ELEVATION
 1/8" = 1'-0"



C2 INTERIOR ELEVATION
 1/8" = 1'-0"

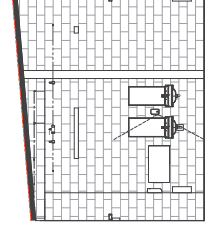


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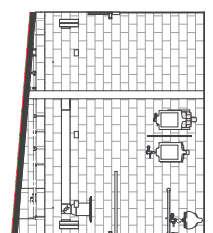


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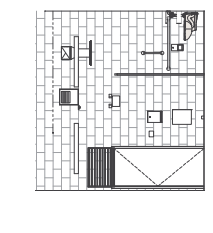
B1 INTERIOR ELEVATION
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B2 INTERIOR ELEVATION
 1/8" = 1'-0"



B3 INTERIOR ELEVATION
 1/8" = 1'-0"



B4 INTERIOR ELEVATION
 1/8" = 1'-0"

A1 INTERIOR ELEVATION
 1/8" = 1'-0"



A2 INTERIOR ELEVATION
 1/8" = 1'-0"



A3 INTERIOR ELEVATION
 1/8" = 1'-0"



A4 INTERIOR ELEVATION
 1/8" = 1'-0"

A5 FIRST FLOOR - ANNOTATED/DIMENSIONED FLOOR PLAN
 1/8" = 1'-0"



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PARKHILL.COM

Wico Expo Center

WILSON COUNTY TEXAS EXPO CENTER

CLIENT: Williamson County 5350 Bill Pickett Rd Taylor, TX 78574

PROJECT NO.: 201500202

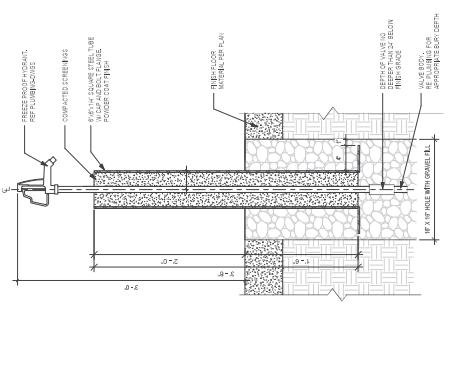
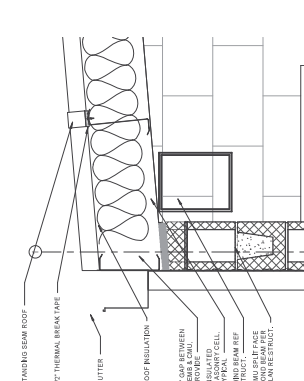
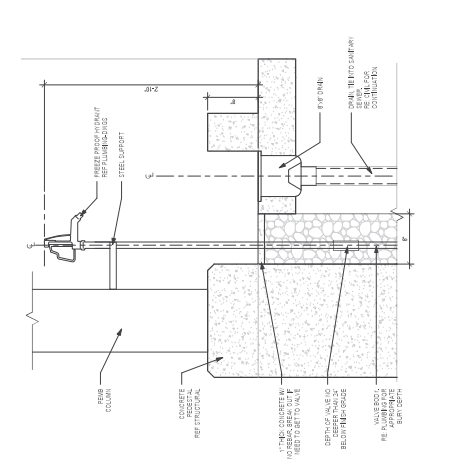
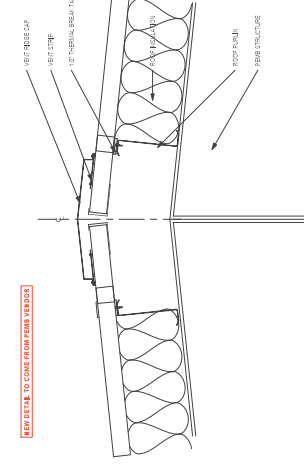
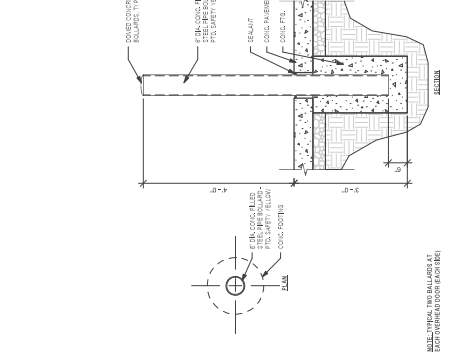
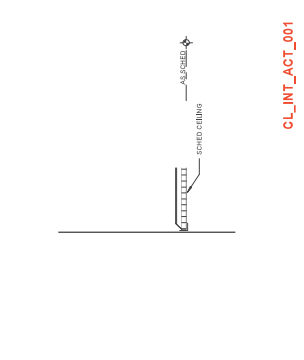
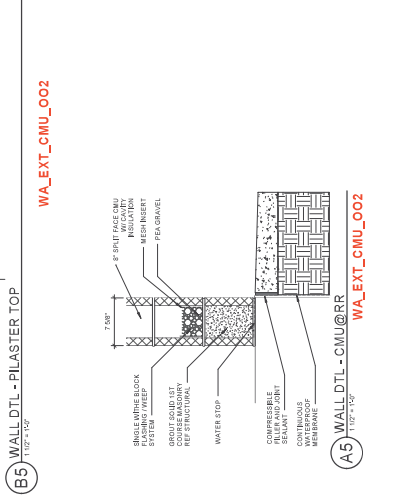
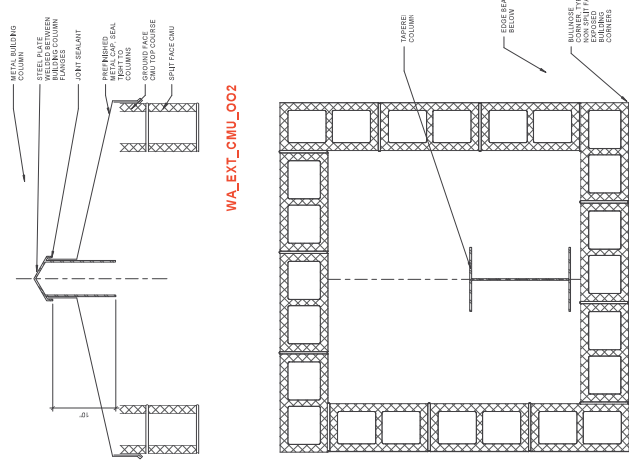
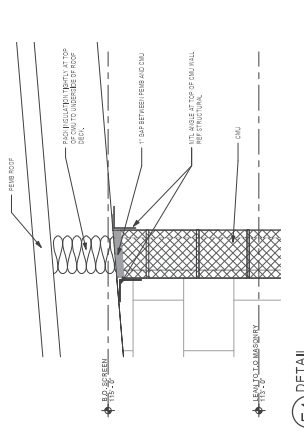
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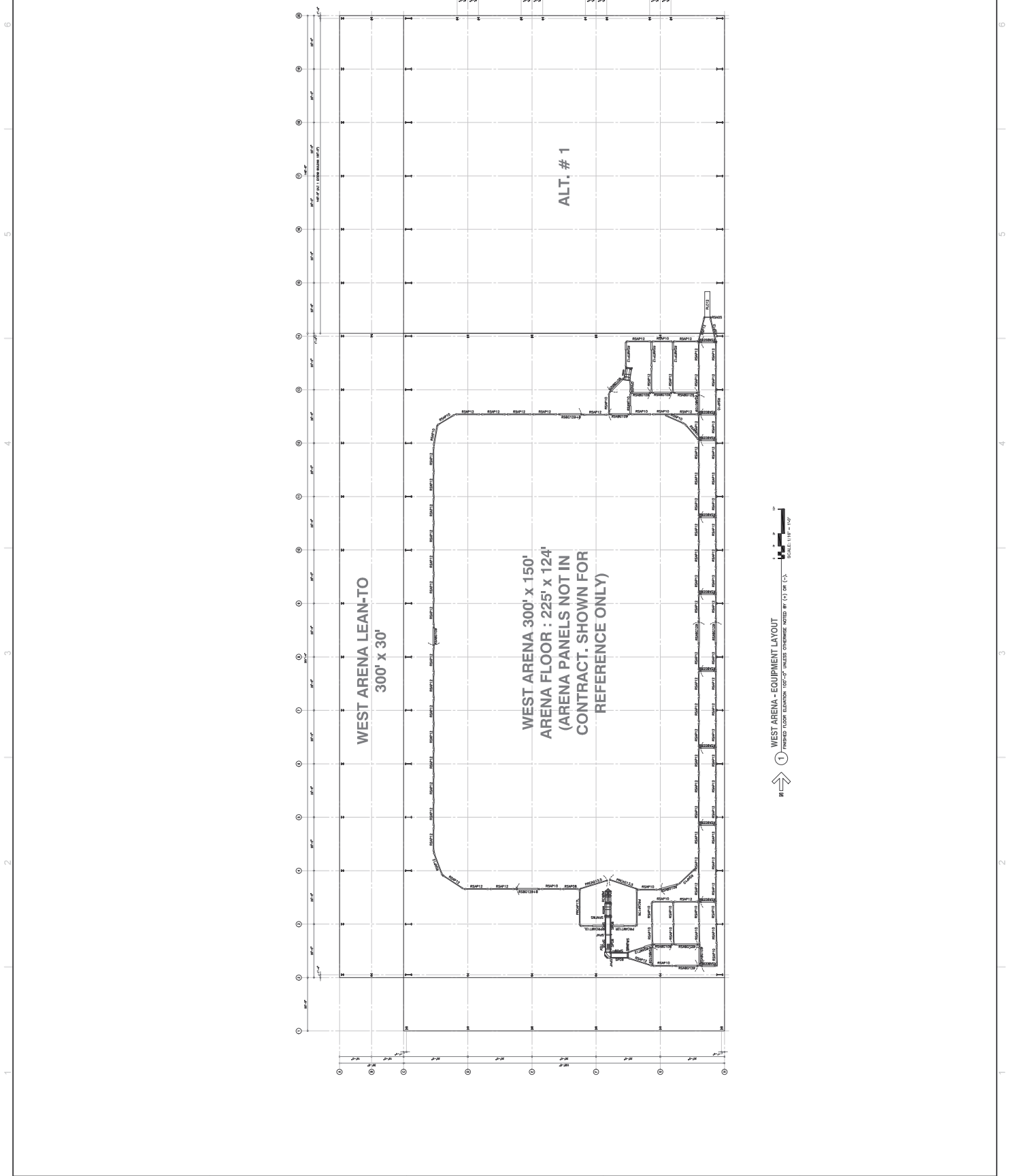
REVISION: 01

DRAWING NO.: 11A-501

SHEET NO.: 1

Details 1A-501





WEST ARENA LEAN-TO
300' x 30''

WEST ARENA 300' x 150'
ARENA FLOOR : 225' x 124'
(ARENA PANELS NOT IN
CONTRACT. SHOWN FOR
REFERENCE ONLY)

ALT. # 1



WEST ARENA - EQUIPMENT LAYOUT

1 FINISHED FLOOR ELEVATION: 102'-0\"/>

UNLESS OTHERWISE NOTED BY CDS OR C.S.

SCALE: 1/8\"/>



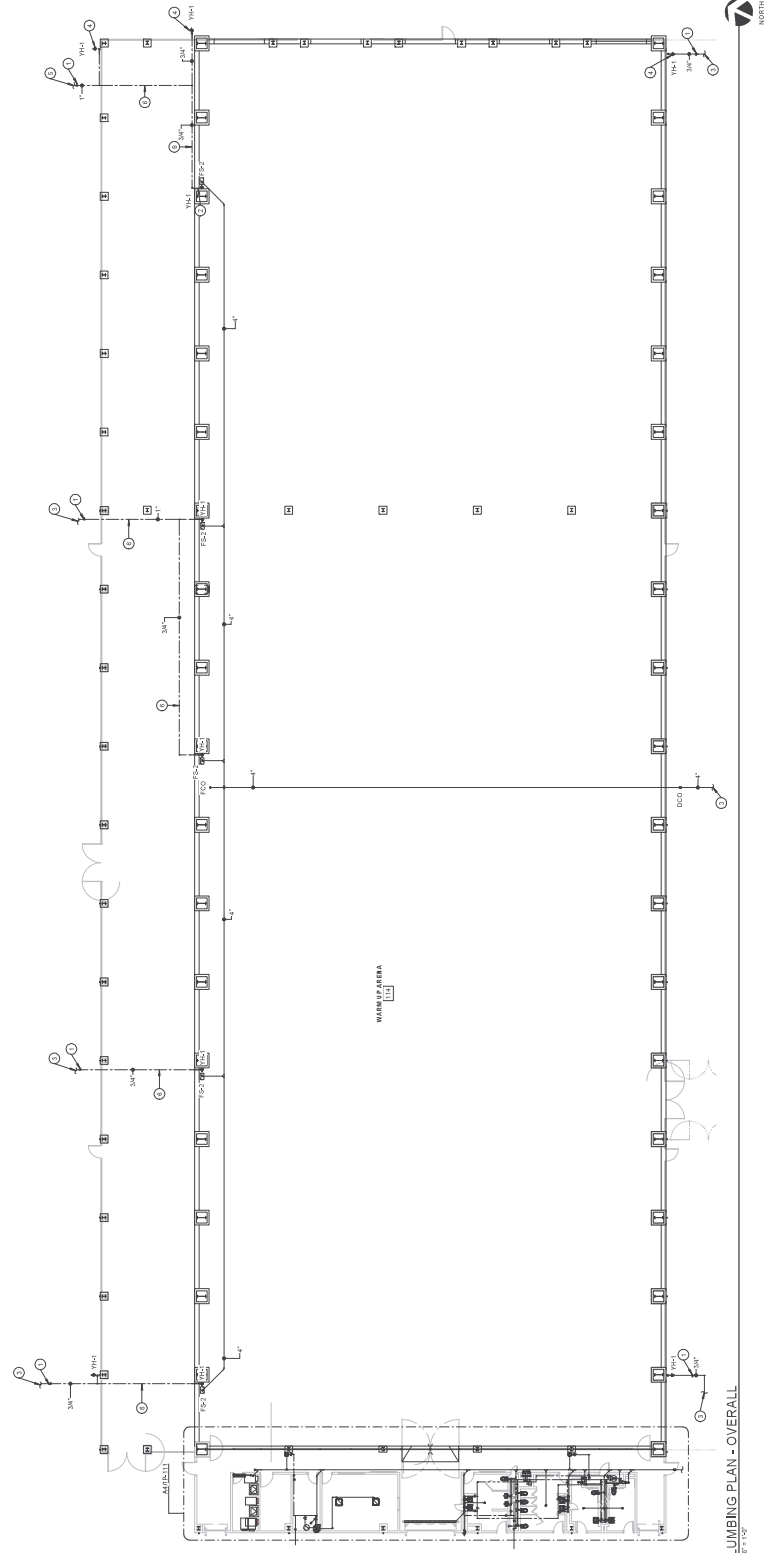
CLIENT
Williamson County Parks
3333 Park Hill Parkway
Cedar Hill, TX 75626
Tel: 281.297.8888
Fax: 281.297.8874

PROJECT NO.
180523H

KEY PLAN

NO.	DATE	DESCRIPTION

- GENERAL NOTES**
1. REFER TO ARCHITECTURAL SPECIFICATIONS FOR HYDRANT INSTALLATION DETAILS.
 2. PROVIDE SHUT-OFF VALVE A MINIMUM OF 6" BELOW GRADE, PROVIDE 1/2" CLEARANCE AS FOLLOWS: 1/2" BELOW GRADE FOR HYDRANT AND 1/2" ABOVE GRADE FOR VALVE.
 3. HYDRANT AND TIGHTEN ONLY TO BE INSTALLED AT ALTERNATE WATER BELOW GRADE FOR FUTURE USE.
 4. HYDRANT TO BE INSTALLED UNDER BASE BID.
 5. HYDRANT TO BE INSTALLED UNDER BASE BID.
 6. COLD WATER PIPING BELOW GRADE.
- KEY NOTES**
- AS SHOWN BY: (Symbol)



(A1) PLUMBING PLAN - OVERALL
1P-110



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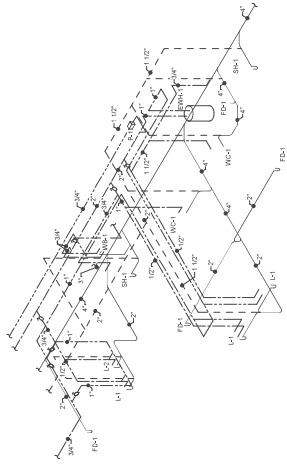
DATE: 08/20/2024

Williamson County Expo Center
West Arena

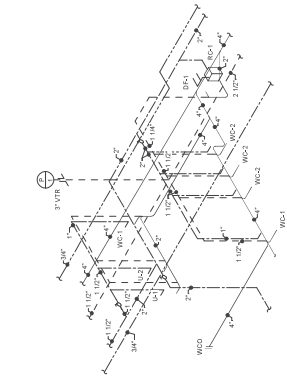


CLIENT: Williamson County Parks
PROJECT: Williamson County Expo Center
PROJECT NO.: 2024-08-001
DATE: 08/20/2024

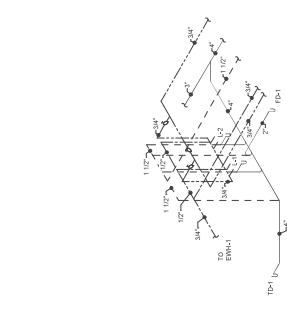
NO.	DATE	DESCRIPTION



P-1A PLUMBING RISERS P-1A
P-1B PLUMBING RISERS P-1B
P-1C PLUMBING RISERS P-1C



P-1B PLUMBING RISERS P-1B



P-1A PLUMBING RISERS P-1A



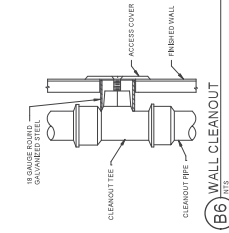
B6 WALL CLEANOUT



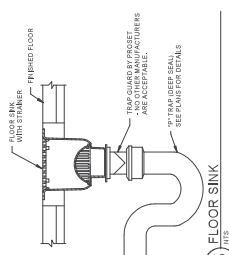
C5 PIPE HANGER 1 1/2" OR SMALLER PIPING



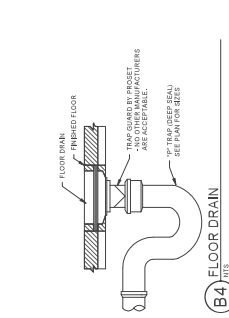
C6 PIPE HANGER 2" AND LARGER



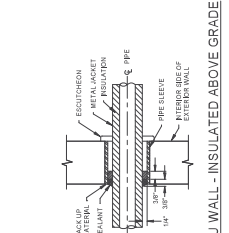
B5 FLOOR SINK



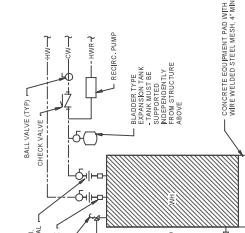
B4 FLOOR DRAIN



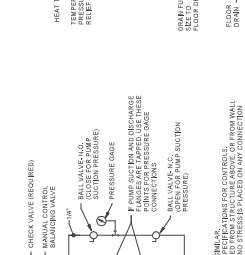
B3 PIPE THRU WALL - INSULATED ABOVE GRADE



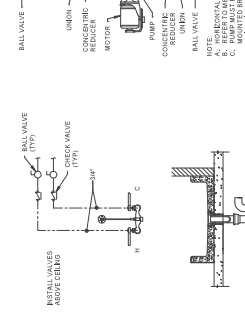
B2 WATER HAMMER INSTALL



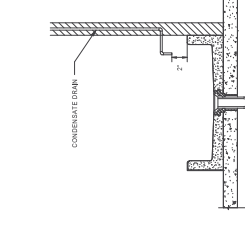
A6 ELECTRIC WATER HEATER PIPING



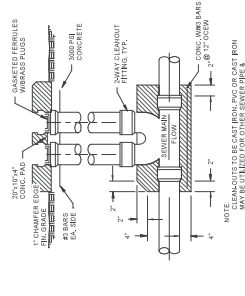
A5 HOT WATER RECIRCULATING PUMP



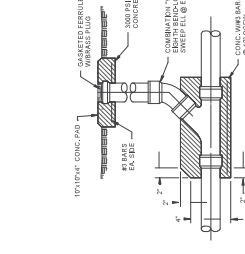
A4 SERVICE SINK PIPING



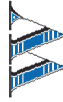
A3 CONDENSATE DRAIN TO MOP SINK



A2 DOUBLE CLEANOUT



A1 SINGLE CLEANOUT



CLIENT
Williamson County Parks
2500 S.W. Project Rd
Taylor, TX 78074

PROJECT NO.
11020202
NET PLAN

NO.	DATE	DESCRIPTION
1	08/20/20	ISSUE FOR PERMIT

Mechanical Plan - Overall
1M-110

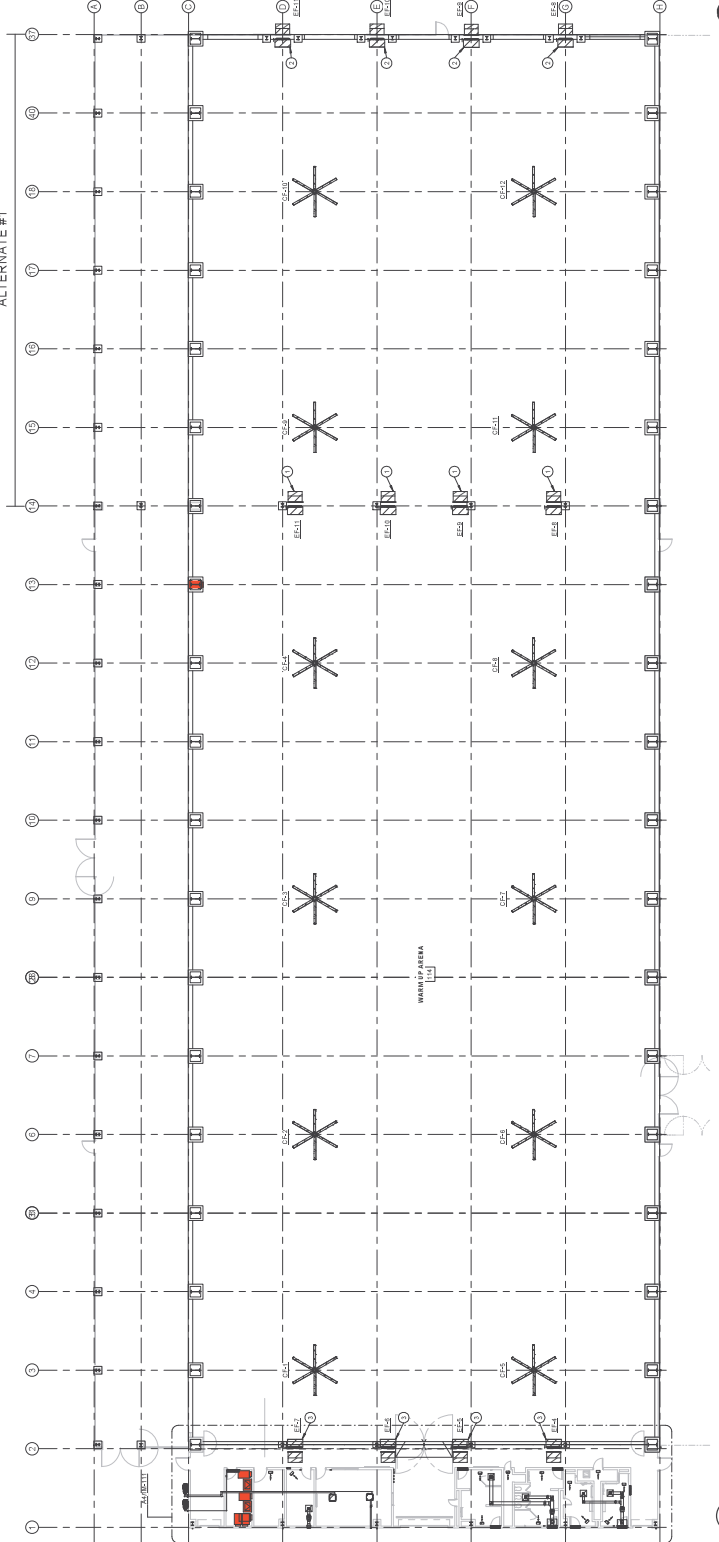
GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL MATERIALS AND WORKMANSHIP FOR THE MECHANICAL PLAN IS AS SHOWN.
2. CONTRACTOR SHALL VERIFY ALL MATERIALS AND WORKMANSHIP FOR THE MECHANICAL PLAN IS AS SHOWN.
3. CONTRACTOR SHALL VERIFY ALL MATERIALS AND WORKMANSHIP FOR THE MECHANICAL PLAN IS AS SHOWN.

KEY NOTES

1. LOCATION OF PROPELLERS SHALL BE AS SHOWN IN ACCORDANCE WITH THE MECHANICAL PLAN.
2. LOCATION OF PROPELLERS SHALL BE AS SHOWN IN ACCORDANCE WITH THE MECHANICAL PLAN.
3. LOCATION OF PROPELLERS SHALL BE AS SHOWN IN ACCORDANCE WITH THE MECHANICAL PLAN.

ALTERNATE #1



A2 MECHANICAL PLAN - OVERALL
REV. 11/20



GENERAL NOTES

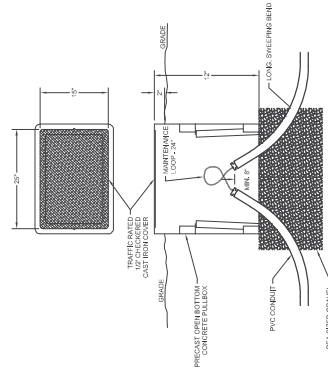
- A. COORDINATE WITH THE UTILITY SERVICE PROVIDER FOR ALL REQUIREMENTS TO BE MET AT THE TIME OF CONSTRUCTION OF THE UTILITY SERVICE CONNECTIONS.
- B. VERIFY THE TYPE OF SERVICE PROVIDED TO THE PROPERTY AS A LOCATION TO BE DETERMINED BY THE SERVICE PROVIDER.
- C. ANY SERVICE WORK SHALL BE COMPLETED BY THE SERVICE PROVIDER.

KEY NOTES

- 1. LIGHTING FIXTURES TO BE INSTALLED BY LOCAL UTILITY.
- 2. LIGHTING FIXTURES TO BE INSTALLED BY LOCAL UTILITY.
- 3. LIGHTING FIXTURES TO BE INSTALLED BY LOCAL UTILITY.

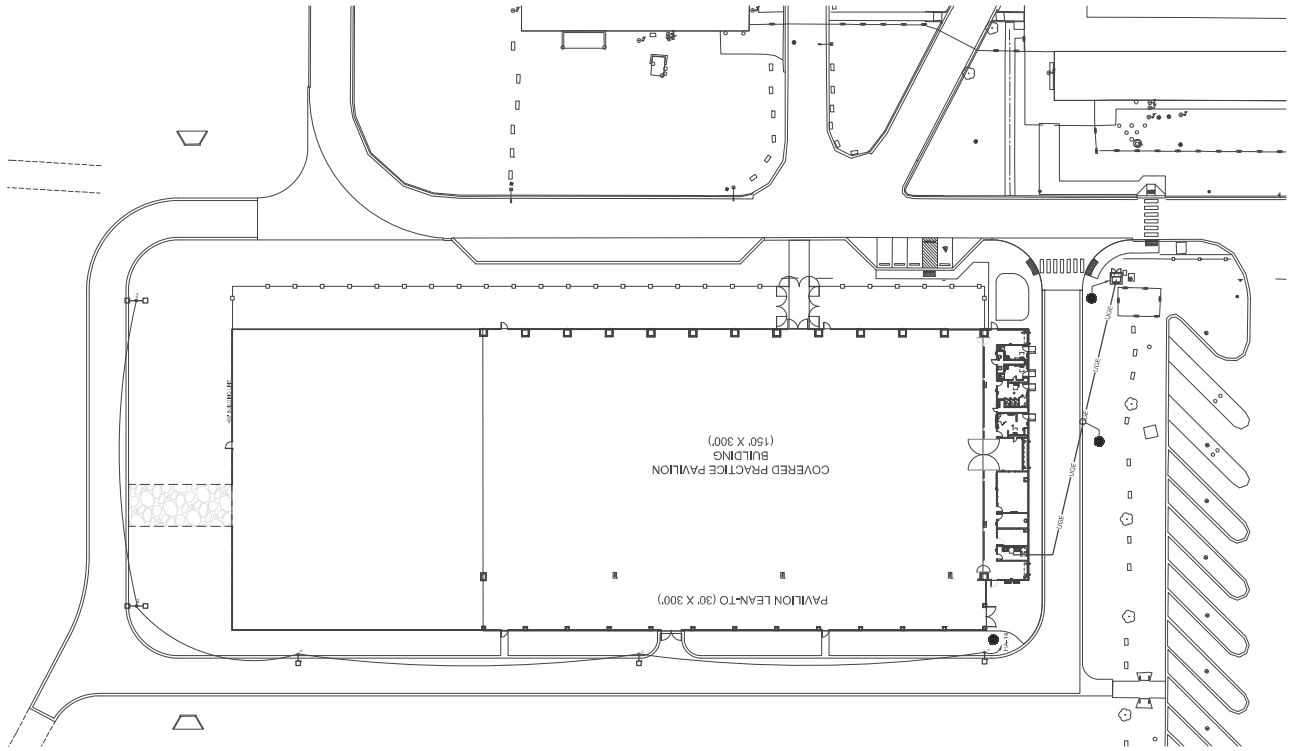
LIGHT FIXTURE SCHEDULE		LAMPS	REMARKS
A	POLE MOUNT 377	UC	AUTOSHA SERIES ATMPODWAY LED FIXTURE GLASS GLOBE LENS AND TYPE V DISTRIBUTION
AA	POLE MOUNT 377	UC	3" ROUND TAPERED STEEL POLE WITH GALVANIZED FINISH AND VIBRATION DAMPERS

NOTES:
1. LIGHTING FIXTURES TO BE INSTALLED BY LOCAL UTILITY.



NOTES:
1. USE PRECAST CONCRETE PULL BOX SIMILAR TO VAUGHN #6 PULL BOX.

CONCRETE PULL BOX DETAIL
NO SCALE



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PROJECT NUMBER

Expo Center
Wico



CLAYTON
Williamson County
5530 Bill Pickett Trail
Taylor, TX 75774

PROJECT NO.
00000
DATE
11/11/2014

NO.	DATE	DESCRIPTION

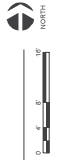
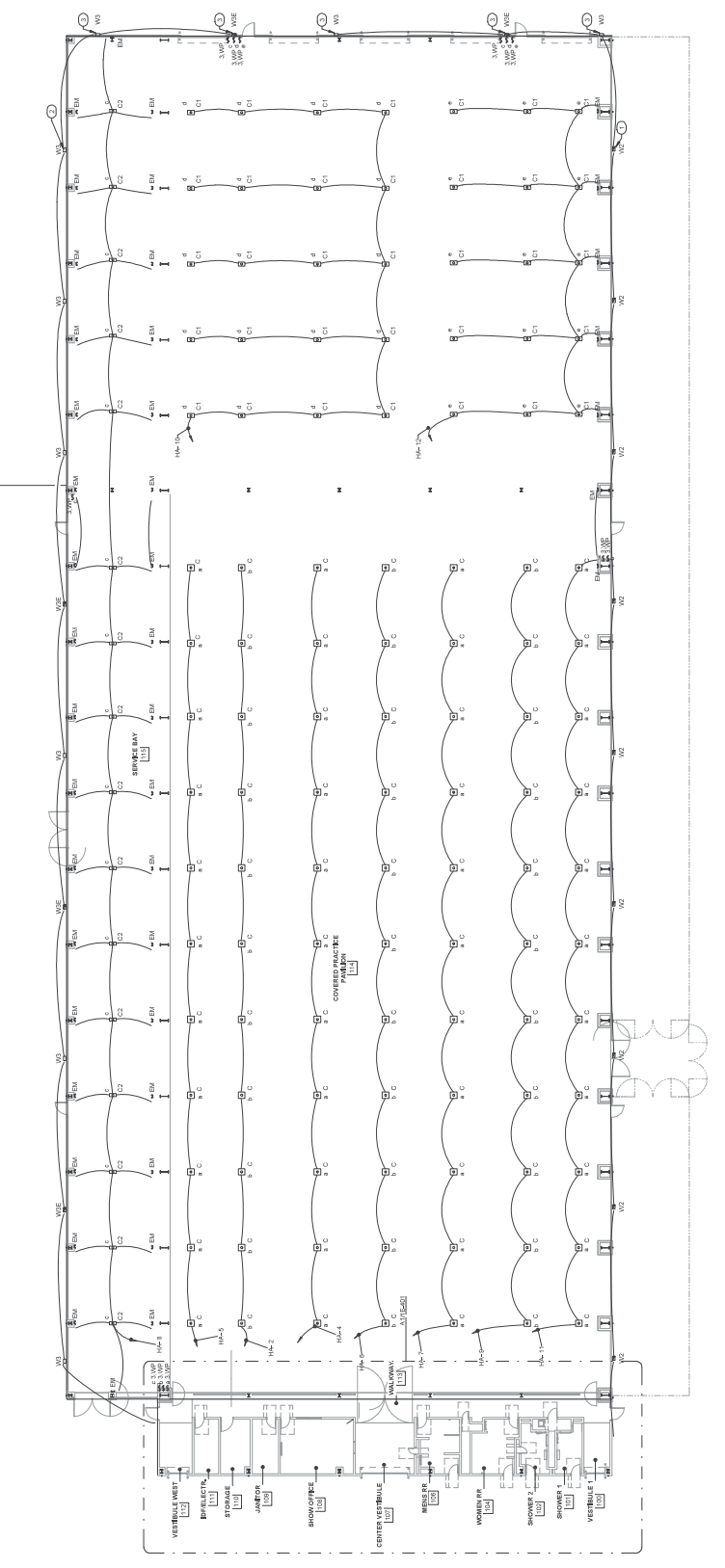
ELECTRICAL LIGHTING PLAN 1E-111

- GENERAL NOTES**
- a. ALL ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED WITH ARCHITECTURAL AND MECHANICAL AND ALL ELECTRICAL EQUIPMENT SHALL BE CONNECTED TO THE MAIN ELECTRICAL SERVICE PANEL. ALL ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED WITH ARCHITECTURAL AND MECHANICAL AND ALL ELECTRICAL EQUIPMENT SHALL BE CONNECTED TO THE MAIN ELECTRICAL SERVICE PANEL.
 - b. ALL ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED WITH ARCHITECTURAL AND MECHANICAL AND ALL ELECTRICAL EQUIPMENT SHALL BE CONNECTED TO THE MAIN ELECTRICAL SERVICE PANEL.
 - c. ALL ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED WITH ARCHITECTURAL AND MECHANICAL AND ALL ELECTRICAL EQUIPMENT SHALL BE CONNECTED TO THE MAIN ELECTRICAL SERVICE PANEL.
 - d. ALL ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED WITH ARCHITECTURAL AND MECHANICAL AND ALL ELECTRICAL EQUIPMENT SHALL BE CONNECTED TO THE MAIN ELECTRICAL SERVICE PANEL.
 - e. ALL ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED WITH ARCHITECTURAL AND MECHANICAL AND ALL ELECTRICAL EQUIPMENT SHALL BE CONNECTED TO THE MAIN ELECTRICAL SERVICE PANEL.
 - f. ALL ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED WITH ARCHITECTURAL AND MECHANICAL AND ALL ELECTRICAL EQUIPMENT SHALL BE CONNECTED TO THE MAIN ELECTRICAL SERVICE PANEL.

- KEY NOTES**
- 1. FIXTURES TO BE INSTALLED AS PER ARCHITECTURAL. COORDINATE WITH ARCHITECTURAL PRIOR TO INSTALLATION.
 - 2. FIXTURES TO BE INSTALLED AS PER ARCHITECTURAL. COORDINATE WITH ARCHITECTURAL PRIOR TO INSTALLATION.
 - 3. FIXTURES TO BE INSTALLED AS PER ARCHITECTURAL. COORDINATE WITH ARCHITECTURAL PRIOR TO INSTALLATION.

BASE RED.
ALL LIGHTING EQUIPMENT TO THE LEFT OF THIS LINE SHALL BE PROVIDED BY OTHERS.

ALTERNATE BY:
ALL LIGHTING EQUIPMENT TO THE RIGHT OF THIS LINE SHALL BE PROVIDED BY OTHERS.



LIGHTING PLAN OVERALL
1/8" = 1'-0"

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PROJECT NO. 10000000000000000000

Expo Center
Wico



CLAYTON
Williamson County
5530 Bill Pickett Trail
Taylor, TX 78274

PROJECT NO.
10000000000000000000
REVISED

NO.	DATE	DESCRIPTION
1	10/20/2021	ISSUE FOR PERMITTING
2	10/20/2021	ISSUE FOR PERMITTING

ELECTRICAL POWER PLAN 1E-121

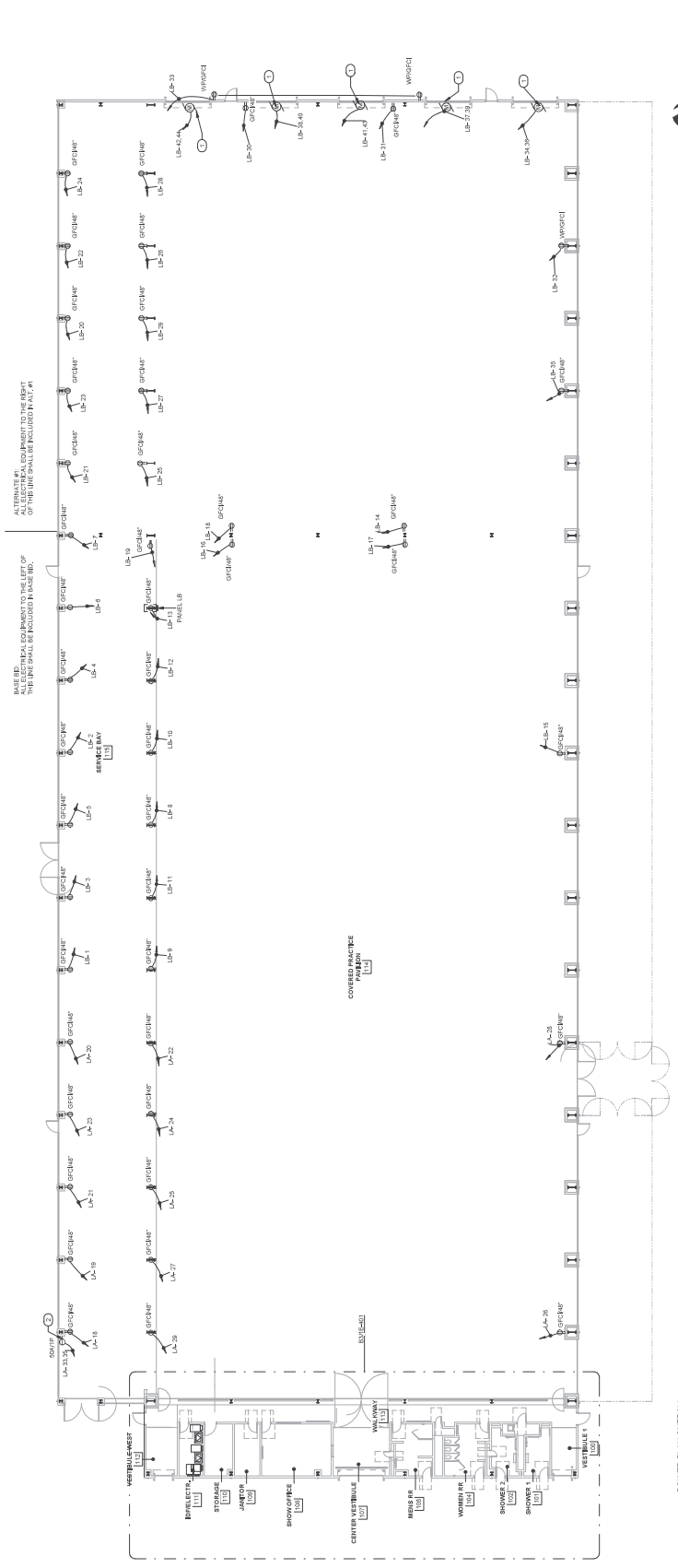
GENERAL NOTES

1. THE POWER AND CONTROL SYSTEMS TO BE PROVIDED SHALL BE AS SHOWN ON THIS PLAN AND ALL SUBSIDIARY SHEETS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

KEY NOTES

1. FROM BE CONNECTED TO OVERHEADS DOWN FOR 200V 1PH 100HP.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

NOTE: ALL RECEPTACLES IN THIS BRANCH AND SUBBRANCHES SHALL BE CONSIDERED AS 15A AND SHALL BE LOCATED AT 16 AMPERES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



POWER PLAN OVERALL
1/16" = 1'-0"

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DATE: 10/20/2011

Wico
Expo Center

WILLIAMSON COUNTY
EXPO

CLAYTON
Williamson County
5300 Bill Pickett Trail
Taylor, TX 78274

PROJECT NO.
200933
KEY PLAN

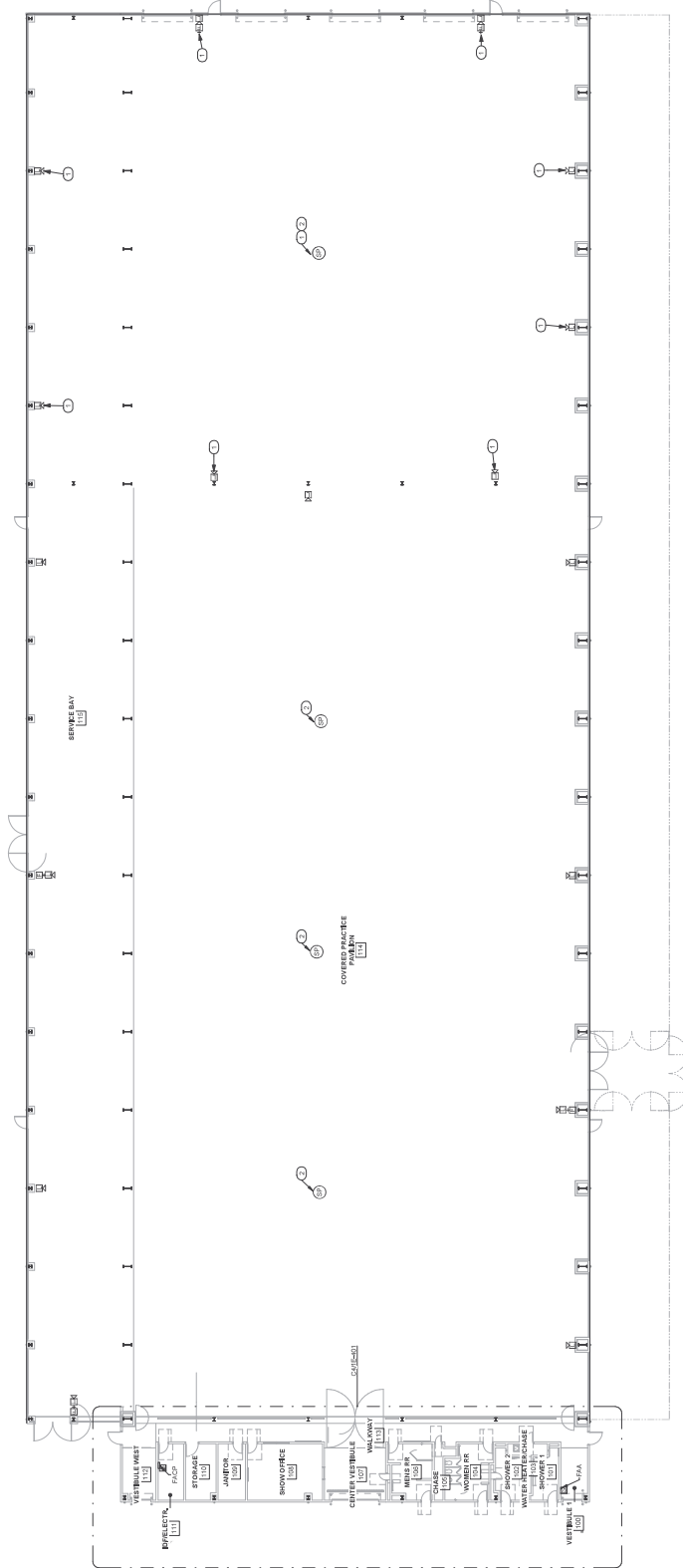
NO.	DATE	DESCRIPTION
1	10/20/2011	ISSUE FOR PERMITTING
2		
3		
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10		
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12		

ELECTRICAL
COMMUNICATIONS
PLAN
1E-131

- GENERAL NOTES**
- PROVIDE MOUNTED SIGNAL DETECTOR AND NOTIFIER IN THE MAIN EXHIBIT HALL. THE DETECTOR SHALL BE LOCATED IN THE EXHIBIT HALL AND THE NOTIFIER SHALL BE LOCATED IN THE EXHIBIT HALL. THE DETECTOR SHALL BE TYPE AND MODEL NUMBER TO BE DETERMINED BY THE ELECTRICAL CONTRACTOR. THE NOTIFIER SHALL BE TYPE AND MODEL NUMBER TO BE DETERMINED BY THE ELECTRICAL CONTRACTOR. THE DETECTOR AND NOTIFIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. REFER TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR THE TYPE AND MODEL NUMBER OF THE DETECTOR AND NOTIFIER TO BE USED. THE DETECTOR AND NOTIFIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. REFER TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR THE TYPE AND MODEL NUMBER OF THE DETECTOR AND NOTIFIER TO BE USED.
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KEY NOTES

- DEVICES TO BE INCLUDED IN ALTERNATIVE #1.
- WITH DWG#S PRIOR TO RUSH N.



COMMUNICATIONS PLAN (GENERAL)
1E-131

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PROJECT NO. 10000000000000000000

Wico
Expo Center

WILLIAMSON COUNTY
EXPO

CLAY
Williamson County
5330 Bill Pickett Trail
Temple, TX 76774

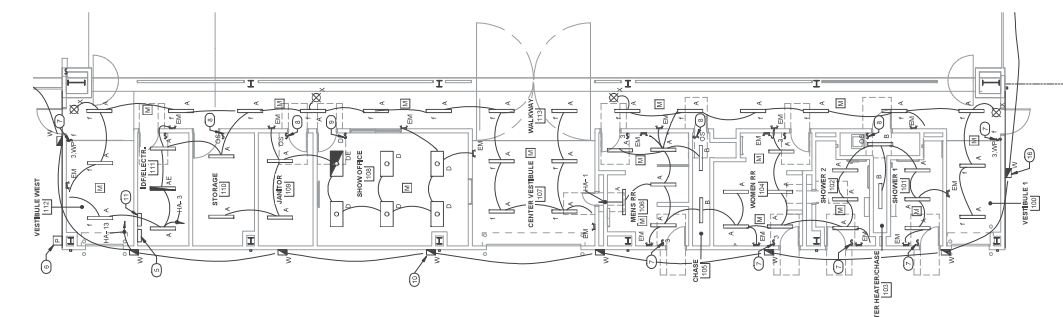
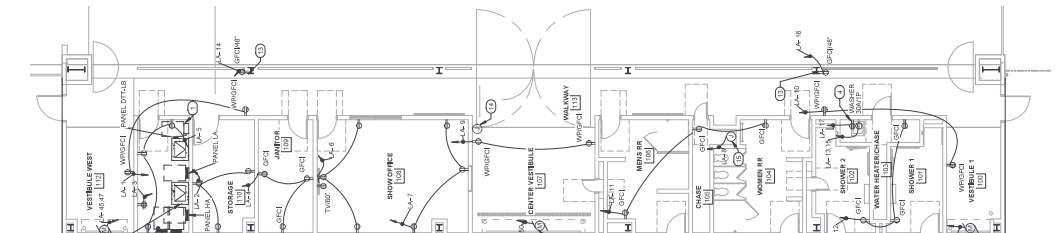
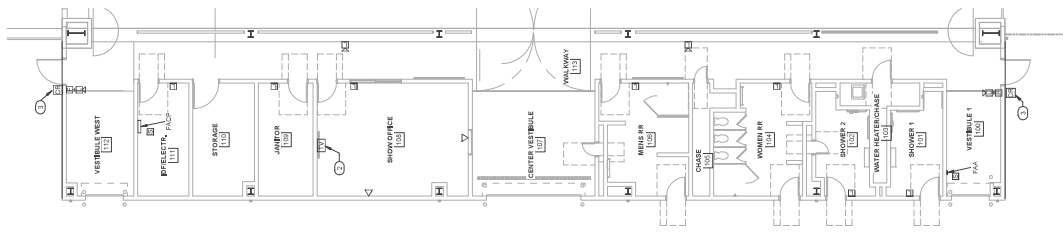
PROJECT NO.
10000000000000000000
REV. PLAN

**ELECTRICAL
ENLARGED
PLANS**

1E-401

- GENERAL NOTES**
1. THE INFORMATION ON THESE SHEETS IS THE PROPERTY OF THE DESIGNER. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.
 2. THE INFORMATION ON THESE SHEETS IS THE PROPERTY OF THE DESIGNER. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.
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 6. THE INFORMATION ON THESE SHEETS IS THE PROPERTY OF THE DESIGNER. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

- KEY NOTES**
1. PROVIDE 200A DISCONNECT WITH 200A FUSES. SEE REFER DIMENSION FOR DISCONNECT LOCATION.
 2. PROVIDE 4" SQUARE OUTLET BOX AT 48" WITH 1" CONDUIT WITH PULL FITTINGS. SEE REFER DIMENSION FOR OUTLET BOX LOCATION.
 3. PROVIDE 4" SQUARE OUTLET BOX AT 48" WITH 1" CONDUIT WITH PULL FITTINGS. SEE REFER DIMENSION FOR OUTLET BOX LOCATION.
 4. PROVIDE 4" SQUARE OUTLET BOX AT 48" WITH 1" CONDUIT WITH PULL FITTINGS. SEE REFER DIMENSION FOR OUTLET BOX LOCATION.
 5. PROVIDE 4" SQUARE OUTLET BOX AT 48" WITH 1" CONDUIT WITH PULL FITTINGS. SEE REFER DIMENSION FOR OUTLET BOX LOCATION.
 6. PROVIDE 4" SQUARE OUTLET BOX AT 48" WITH 1" CONDUIT WITH PULL FITTINGS. SEE REFER DIMENSION FOR OUTLET BOX LOCATION.
 7. PROVIDE 4" SQUARE OUTLET BOX AT 48" WITH 1" CONDUIT WITH PULL FITTINGS. SEE REFER DIMENSION FOR OUTLET BOX LOCATION.
 8. PROVIDE 4" SQUARE OUTLET BOX AT 48" WITH 1" CONDUIT WITH PULL FITTINGS. SEE REFER DIMENSION FOR OUTLET BOX LOCATION.
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 16. PROVIDE 4" SQUARE OUTLET BOX AT 48" WITH 1" CONDUIT WITH PULL FITTINGS. SEE REFER DIMENSION FOR OUTLET BOX LOCATION.



COMMUNICATIONS PLAN
1/8" = 1'-0"

POWER PLAN
1/8" = 1'-0"

LIGHTING PLAN
1/8" = 1'-0"

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PERMIT REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR REGULATORY PURPOSES. FOR REGULATORY PURPOSES, REFER TO THE PERMITTING AGENCY FOR PERMIT PURPOSES. ELECTRICAL.

PROJECT NO. 15000000000000000000

KEYED NOTES

- (1) 4" CONCRETS TO UTILITY CONNECTION.
- (2) PARALLEL 4" CONDUCTORS ONE WITH 1/2" CONDUIT.
- (3) 4" PARALLEL 4" CONDUCTORS ONE WITH 1/2" CONDUIT.
- (4) #2 AWG AND #8 GND IN 1-1/2" CONDUIT.
- (5) PARALLEL 4" CONDUCTORS ONE WITH 1/2" CONDUIT.
- (6) SEE TRANSFORMER SCHEDULE THIS SHEET.
- (7) PARALLEL 4" CONDUCTORS ONE WITH 1/2" CONDUIT.
- (8) #2 AWG AND #8 GND IN 1-1/2" CONDUIT.
- (9) 4" 350 CMIL AND #6 GND IN 3" CONDUIT.
- (10) (4) #40 AWG AND #6 GND IN 2" CONDUIT.

TRANSFORMER SCHEDULE

MARK	TYPE	PHASE	VOLTAGE	LOADING	CONNECTION	TERMINAL	W	H	RATIO
1	100VA	3	240/120	100VA	100VA	100VA	1	1	1
2	100VA	3	240/120	100VA	100VA	100VA	1	1	1

PANELBOARD SCHEDULE

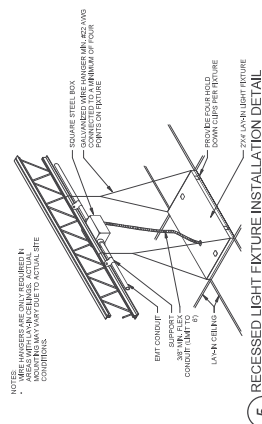
MARK	TYPE	PHASE	VOLTAGE	LOADING	CONNECTION	TERMINAL	W	H	RATIO
1	100VA	3	240/120	100VA	100VA	100VA	1	1	1
2	100VA	3	240/120	100VA	100VA	100VA	1	1	1

TRANSFORMER SCHEDULE

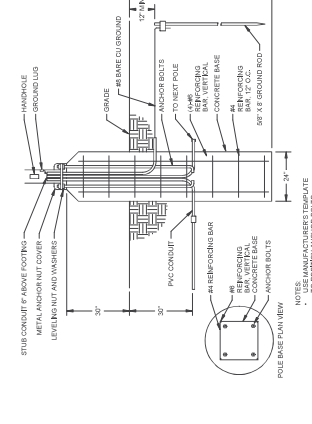
MARK	TYPE	PHASE	VOLTAGE	LOADING	CONNECTION	TERMINAL	W	H	RATIO
1	100VA	3	240/120	100VA	100VA	100VA	1	1	1
2	100VA	3	240/120	100VA	100VA	100VA	1	1	1

LIGHTING FIXTURE SCHEDULE

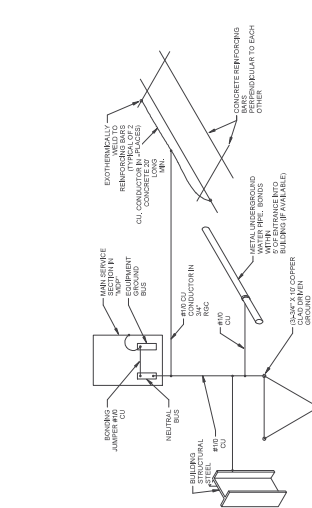
TYPE	DESCRIPTION	MARK	QUANTITY	REMARKS
A	277 0/240 0A	100VA	1	100VA
B	277 0/240 0A	100VA	1	100VA
C	277 0/240 0A	100VA	1	100VA
D	277 0/240 0A	100VA	1	100VA
E	277 0/240 0A	100VA	1	100VA
F	277 0/240 0A	100VA	1	100VA
G	277 0/240 0A	100VA	1	100VA
H	277 0/240 0A	100VA	1	100VA
I	277 0/240 0A	100VA	1	100VA
J	277 0/240 0A	100VA	1	100VA
K	277 0/240 0A	100VA	1	100VA
L	277 0/240 0A	100VA	1	100VA
M	277 0/240 0A	100VA	1	100VA
N	277 0/240 0A	100VA	1	100VA
O	277 0/240 0A	100VA	1	100VA
P	277 0/240 0A	100VA	1	100VA
Q	277 0/240 0A	100VA	1	100VA
R	277 0/240 0A	100VA	1	100VA
S	277 0/240 0A	100VA	1	100VA
T	277 0/240 0A	100VA	1	100VA
U	277 0/240 0A	100VA	1	100VA
V	277 0/240 0A	100VA	1	100VA
W	277 0/240 0A	100VA	1	100VA
X	277 0/240 0A	100VA	1	100VA
Y	277 0/240 0A	100VA	1	100VA
Z	277 0/240 0A	100VA	1	100VA



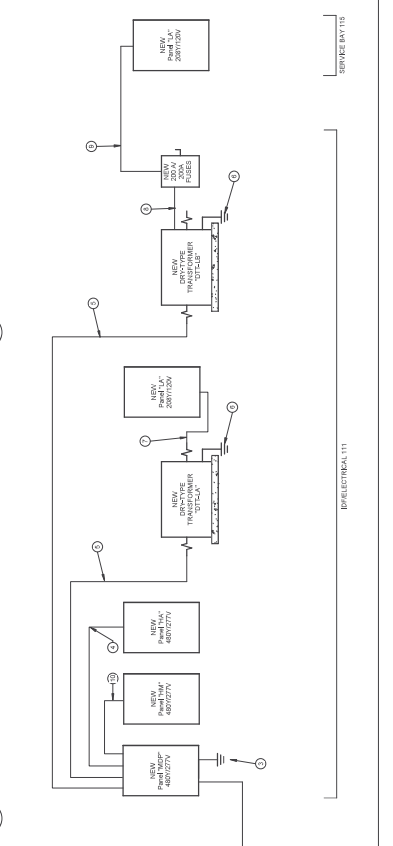
1 DRY-TYPE TRANSFORMER GROUNDING DETAIL



2 POLE BASE DETAIL



3 GROUNDING DETAIL



4 ELECTRICAL RISER DIAGRAM

#	DATE	DESCRIPTION
1	10/27/2021	ISSUE FOR PERMITTING

THIS DOCUMENT IS RELEASED FOR THE EXCLUSIVE USE OF THE CLIENT FOR THE PROJECT IDENTIFIED HEREIN. ANY REUSE OR DISTRIBUTION OF THIS DOCUMENT FOR OTHER PROJECTS OR FOR OTHER CLIENTS IS STRICTLY PROHIBITED. THE CLIENT ACCEPTS ALL LIABILITY FOR THE ACCURACY OF THIS DOCUMENT. PROJECT NO. 11001513-1001-00101010101010101010

CLAYTON Williamson County 5330 Bill Pickett Trail Tracy, TX 76274

PROJECT NO. 11001513-1001-00101010101010101010 DRAWING NO. 11001513-1001-00101010101010101010

MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE

Table with columns: MARK, VOLTAGE, PHASE, NUMBER OF POLES, PANEL, DISC#1, BREAKER, COND'OR, RECONNECT, MFC, NOTE, MCA, FLA, LOAD, LOAD CLASSIFICATION. Lists various electrical loads for mechanical equipment.

- NOTES: 1. PHASES ARE AS NOTED. 2. OVERHEAD DOOR MOTOR... 3. PROVIDE WIRING TO BE INSTALLED BY OTHER TRADES... 4. PROVIDE AND LABEL ENCLAVEMENTS, PROBE DETECTORS, OR THE BEARING SUPPLY TUBE OF LINE... 5. PROVIDE WIRING FROM UNIT TO OUTDOOR UNIT TO SUPPORT POWER AND CONTROL CABLES... 6. CONNECTION TO BE MADE IN PANEL ON THE UNIT.

PANELBOARD SCHEDULE

Table for Panelboard Schedule 1E. Includes columns for panel name (E1-E11), supply phase (A, B, C), load (1000VA, 2000VA, 3000VA), current (100A, 200A, 300A), and enclosure details.

PANELBOARD SCHEDULE

Table for Panelboard Schedule 1E. Includes columns for panel name (E12-E21), supply phase (A, B, C), load (1000VA, 2000VA, 3000VA), current (100A, 200A, 300A), and enclosure details.

PANELBOARD SCHEDULE

Table for Panelboard Schedule 1E. Includes columns for panel name (E22-E31), supply phase (A, B, C), load (1000VA, 2000VA, 3000VA), current (100A, 200A, 300A), and enclosure details.

PANELBOARD SCHEDULE

Table for Panelboard Schedule 1E. Includes columns for panel name (E32-E41), supply phase (A, B, C), load (1000VA, 2000VA, 3000VA), current (100A, 200A, 300A), and enclosure details.

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 "v" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & minimize
		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 Update whole building plans (digital) and coordinate update of fire panel info and device labeling
ACCESS CONTROL	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
	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 & specific key box for elevator(s)
	IT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
INTERIORS	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
	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 Acoustical Tile, not light weight foam type. Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc. No laminate surfaces allowed Frameless type. DO NOT butt to counter or backplash below.
	RESTROOM PARTITIONS	
	RESTROOM MIRRORS	
ROOFS		
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintenance access location for roof top units.
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile, spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms. Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead. No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

EXHIBIT B



MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	\$1,000,000
Aggregate policy limits:	\$2,000,000

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

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

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

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

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

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

D. Workers' Compensation Insurance Coverage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such 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
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

2.6.2

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

2.6.3

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

2.6.4

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

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1

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

3.1.2

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

3.1.3

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

- .3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. 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 cause by Contractor’s negligence or breach of the Contract.
- .4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

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

11.3.3

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

11.4 BONDS

11.4.1

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

11.4.2

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

11.4.3

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

11.4.4 Warranty Bond.

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

11.4.5

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

11.4.6

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or 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-Authority (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.

EXHIBIT E

GUARANTEED MAXIMUM PRICE PROPOSAL

Bartlett Cocke General Contractors, LLC (“CMAR”) hereby submits to **Williamson County, Texas** (“County”) for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated [REDACTED] (“Contract”), a Guaranteed Maximum Price (“GMP”) proposal for the construction of **Expo Center – West Arena New, Pavilion, Parking Lot Expansion**, (“Project”), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

Cost of the Work.

A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

[REDACTED] Dollars (\$)

CMAR’s Fee.

A fixed sum fee for CMAR’s Fee pursuant to the Contract:

[REDACTED] Dollars (\$)

Total GMP.

The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

[REDACTED] Dollars (\$)

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.

The date for achieving Substantial Completion of the Project shall be [REDACTED] () calendar days from the Notice to Proceed with Construction.

Withdrawal of GMP Proposal.

This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

Liquidated Damages.

CMAR further agrees to pay, as Liquidated Damages, to County the sum of [REDACTED] Dollars (**\$750**) per calendar day for failure to complete the work within the Contract Time in accordance with the Contract.

Owner’s Contingency.

A not-to-exceed amount for the Owner’s Contingency stated herein for reference:

Dollars (\$ _____ **)**

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CMAR:
Bartlett Cocke General Contractors, LLC

COUNTY:
Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date Signed: _____

Date Signed: _____

GUIDELINES FOR GMP PROPOSAL PREPARATION

CONTRACT REQUIREMENTS:

Provisions of the GMP are defined in **Section 4.3** of the Contract and other related requirements are included throughout the Contract. In the event of irreconcilable conflict between the GMP Proposal and the Contract, the interpretation that provides for the higher quality of material and/or workmanship, in County’s sole opinion, shall prevail.

The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Contract. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by County. In general, proposed revisions or modifications to the language, terms or conditions of the Contract will not be accepted.

PRE-SUBMITTAL REQUIREMENTS:

Scope Definition: Prior to GMP submittal, CMAR shall thoroughly review the GMP construction document package with County to determine if the Scope is sufficiently defined and identify those areas requiring additional scope definition. As a minimum, the following shall be defined:

1. Program
2. Building size
3. Site limits and access
4. Utility systems (existing and new)
5. Complete building systems descriptions
6. Materials outline by division
7. MEP systems descriptions including materials
8. MEP system options.

Estimated Construction Cost: Cost estimates shall be updated concurrently with the construction document development.

Schedule: The anticipated Notice to Proceed with Construction and Substantial Completion dates for Construction shall be coordinated and approved by County.

Value Engineering (VE): Proposed value engineering items included in the GMP shall be updated from previously submitted value engineering and shall reflect the “final acceptance” of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by County prior to GMP submittal.

Pre-submittal Conference: The CMAR shall schedule a conference with the Project Manager no later than **one (1) week** prior to submitting the GMP to County. Issues regarding the required materials to be included in the GMP shall be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. The CMAR shall obtain a copy of the “Standard Schedule of Values Format” from County.

CONSOLIDATION OF REVIEW COMMENTS:

County, A/E, and Project Manager shall provide review comments. The CMAR shall consolidate all responses to those groups into TAB 8 of the document. Each County comment shall have a corresponding answer directly below the original comment. A reply to each County comment is required even if only a clarification is required. Each reply shall state where in the GMP Proposal the corresponding information may be located.

GENERAL REQUIREMENTS:

The GMP Proposal shall be submitted at the phase specified by County. The GMP Proposal shall be submitted in the format described below. Proposals substantially deviating from the organization's format will be returned to the CMAR for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the CMAR and may not extend the construction duration or substantial completion date.

GMP PROPOSAL PACKAGE:

The GMP Proposal shall be a PDF document entitled "Guaranteed Maximum Price Proposal". Below it the following items shall be shown:

Submittal number (i.e. Submittal #1)
Date of Submittal
Project Name
Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab shall be numbered.

The proposal shall be organized in the order described below:

TABLE OF CONTENTS

List all the following items. Provide a brief summary of the major components within each Tab.

TAB 1 - Guaranteed Maximum Price Proposal

- Refer to the GMP Proposal document herein above. Type in the cost amounts and sign, date and seal the form.
- In addition to the PDF document, provide two (1) loose original executed copies. (Do not bind into spiral notebooks.)
- Do not alter any language from the original document without prior approval from County.
- Do not electronically alter the document.
- Each line item cost must exactly match the corresponding cost summary shown on the **TAB 6** GMP Proposal Cost Breakdown.

- Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the corporation, for any individual signing the GMP, who is not the President or CEO of the firm.

TAB 2 - Executive Project Summary

- State any amended services or scope changes included in the Proposal.
- Provide a brief project summary defining the scope of work associated with the construction phase of work included in this GMP Proposal.
- Include the description of building type, size, character and general materials.
- Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e. right-of-way issues)
- State the anticipated Notice to Proceed with Construction date and Substantial Completion date.

TAB 3 - Project Team

- List the various teams and the team members, in graphic and written form, for including names, titles, job responsibilities, and contact information.
- Identify all consultants.

TAB 4 - List of Documents

- Drawings Index – provide detailed listing of each sheet number, sheet title, original date of drawing, revised date of drawing
- Specification Index:
- Provide a detailed listing of each specification section required by County as identified in the Contract.
- Provide a detailed listing of all other spec sections describing the project.
- Specifications shall be organized by CSI Division format. State the name, original date of issue, and a column for revision date.

TAB 5 - Qualifications and Value Engineering

- Qualifications – A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.
- Exclusions – A summary of exclusions organized by drawing sheet number or by specification section.
- Substitutions – A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
- Value Engineering Recommendations - List all items proposed to date and for each item identify if the item is accepted by County and included in the GMP. State the date of acceptance. In addition, identify those VE items not currently accepted. State if the price is good for a limited time period.

TAB 6 - GMP Proposal Cost Breakdown

- Provide an Estimated Construction Cost breakdown on the Standard Schedule of Values Format for Cost of the Work based on anticipated subcontracts, organized by CSI Division format, Cost of the Work and CMAR's Fee.
- The CMAR shall provide a detailed initial Total Project Construction Cost Estimate using standard estimating industry practices, utilizing the CSI Division format, with any additional cost breakdown as required by the Project Manager.

TAB 7 - Master Project Schedule (Summary Level)

- The Summary Level schedule shall be submitted electronically with the GMP Proposal.
- Summary Schedule Requirements
- The schedule shall comply with the requirements of and shall form the basis for the "Detail" schedule, which shall be submitted within sixty (60) calendar days following Notice to Proceed with Construction for Construction Services.
- The schedule shall be a computer-generated CPM schedule.
- The schedule shall be presented in "bar chart" form and contain detailed activities for all events and milestones included in Preconstruction (Part I) Services
- The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first ninety (90) calendar days following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first ninety (90) calendar days) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.



6 – Pricing Sheet for CMAR

Respondent must utilize this Pricing Sheet. Any reworked version of this sheet, provided by Respondent as a substitute, may be deemed non-responsive, and may, at the County's sole discretion, result in Respondent's disqualification.

County's Preliminary Construction Budget:

Eleven Million Dollars Dollars (\$ **11,000,000**)

shall include: Respondent's proposed Preconstruction Phase Fee, Cost of Work and Construction Phase Fee but excludes an Owner's Contingency.

Estimated Construction Duration:

from Notice to Proceed (NTP) to Substantial Completion. (**12**) months

Preconstruction Services Fee:

Sixteen Thousand Five Hundred Dollars (\$ **16,500**)

Respondent shall be paid a lump sum Preconstruction Phase services fee prior to moving to the Guaranteed Maximum Price (GMP) Proposal.

Construction Services Fee Lump Sum:

One Million Two Hundred Forty Four Thousand Five Hundred Nine Dollars (\$ **1,244,509**)

Based on the Construction Budget and Duration, this fee shall be the total cost of services provided by the Respondent and shall include the items set out herein-below. This fee shall be added to the Cost of Work to compute the Guaranteed Maximum Price (GMP).

Construction Services Fee Percentage: (**12.76** %)

Convert the Construction Services Fee Lump Sum above to a percentage by dividing it by the Preliminary Construction Budget above.

This percentage shall be multiplied by, then added to, the Cost of Work to compute the Guaranteed Maximum Price (GMP).

This percentage shall be multiplied by, then added to, the Cost of Work for increases in Project Funding by County.

Construction Services Fee Percentage for Change Orders with No Change to Contract Time: (**4.00** %)

This percentage excludes costs of General Conditions and shall be multiplied by, then added to, the Cost of Work for Change Orders not affecting Contract Time.

Construction Services Fee per day for Change Orders extending Contract Time only:

Three Thousand Four Hundred Nineteen Dollars (\$ **3,419**) per day

4/10/2024

This includes General Conditions for Change Orders affecting Contract Time.

Construction Services Fee Details

Having carefully examined the requirements of this Solicitation, the Contract, the Design Documents, and any attachments, Respondent shall identify a Proposed Construction Manager's Fee to furnish Construction Manager At-Risk services as required for this Project. This fee shall be the total cost of services provided by the Respondent and shall include the following:

1. Fees for construction phase services other than for self-performed construction work;
2. Overhead and profit;
3. Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;
4. Office Expenses: Courier service, postage and expressage;
5. Temporary Utilities: Mobilization and demobilization, electric and water services (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, temporary construction roads and parking, clean-up, dumpsters, signage, safety, audit, and record storage;
6. Taxes, Insurance, and Fees: Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, Construction Phase Services fee, overhead and profit;
7. Contractor Labor: Payroll tax fringes, contractor labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel;
8. General Construction Debris Removal: Costs of removal of general construction debris from the site of the Work and its proper and legal disposal;
9. Construction Survey Layout: Layout crew and licensed survey layout;
10. Project Close-out: Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

Reimbursable Expenses

Williamson County's Vendor Reimbursement Policy (attached to Solicitation) outlines items that will not be reimbursed as proposed General Conditions costs or as a construction costs, including the following:

- Groundbreaking expenses
- Ribbon-cutting expenses
- Field office setup
- Drinking water
- Field office supplies
- Field office cleaning
- Field office fire safety and first aid equipment supplies
- Field office window cleaning



CONFIDENTIAL

Itemized General Conditions Costs

Williamson County Expo Center - West Arena

Item Description	Clarification	14 Month Schedule	12 Month Schedule	Delta
		RFP Pricing	BAFO Pricing	
		Price	Price	Delta
Project Manager		\$199,982	\$169,920	-\$30,063
Superintendent		\$236,343	\$200,814	-\$35,529
Project Administrator		\$20,586	\$16,992	-\$3,594
Vehicle Allowance		\$28,246	\$24,000	-\$4,246
Computers / Software / Equipment		\$17,602	\$14,916	-\$2,686
Cell Phone Allowance		\$1,977	\$1,680	-\$297
Payment and Performance Bond	0.80%	\$89,115	\$87,500	-\$1,615
General Liability Insurance	0.58%	\$63,478	\$63,478	\$0
Builders Risk Insurance	0.11%	\$13,073	\$11,550	-\$1,523
Warranty Reserve	0.15%	\$16,500	\$16,500	\$0
Mobilization / Demobilization		\$6,500	\$6,500	\$0
Field Office (Single) - Incl. Set up and Take Down		\$25,574	\$22,620	-\$2,954
Telephone / Internet Service		\$5,246	\$4,547	-\$699
Storage Trailer - Incl. Drop off and Pick Up		\$3,314	\$2,944	-\$370
Office Equipment / Furniture		\$1,500	\$1,500	\$0
Electrical Connections		\$3,500	\$3,500	\$0
Construction Utility Consumption		\$9,400	\$9,400	\$0
Field Office Utilities		\$4,500	\$3,900	-\$600
Temp. Fire Protection		\$6,875	\$5,958	-\$917
Courier / Postage		\$2,998	\$2,598	-\$400
Sanitary Facilities - Field Port-o-cans		\$14,884	\$14,884	\$0
Sanitary Facilities - Hand Washing Stations		\$3,747	\$3,248	-\$500
Sanitary Facilities - Office Tanks		\$5,995	\$5,196	-\$799
Construction Signs		\$541	\$541	\$0
Temporary Fencing		\$12,000	\$12,000	\$0
Temporary Fencing Maintenance		\$8,993	\$7,794	-\$1,199
Aerial Photography / Drone Charges		\$5,538	\$4,800	-\$738
Printing / Copying		\$8,244	\$7,145	-\$1,099
Criminal Background		\$1,083	\$1,083	\$0
Badge Machine		\$1,874	\$1,624	-\$250
Safety / First Aid		\$8,064	\$6,989	-\$1,075
As-Built Survey		\$2,000	\$2,000	\$0
Project Closeout		\$2,165	\$2,165	\$0
Record Documents		\$2,000	\$2,000	\$0
Layout & Survey		\$10,998	\$9,532	-\$1,466
Trash Dumpster / Supplies		\$18,042	\$18,042	\$0
Weekly Cleaning / General Labor		\$39,983	\$34,652	-\$5,331
Overhead and Profit	4.00%	\$550,000	\$440,000	-\$110,000

4.2.1 - Construction Services Fee (Lump Sum)	\$1,452,460	\$1,244,509	-\$207,951
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Construction Services Fee (Percentage of Project Budget)	13.20%	11.31%	-1.89%
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4.2.1 - Construction Services Fee (Percentage as multiplied to Cost of Work for GMP)	15.21%	12.76%	-2.46%
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4.2.2.1 - CMAR Fee for Change in Contract Work	5.00%	4.00%	-1.00%
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4.2.2.2 - CMAR Fee for Change in Contract Time	(per day)	\$3,458	\$3,419	-\$39
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4.2.2.3 - CMAR Fee for Change in Project Budget	N/A	5.64%	N/A
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June 11, 2024

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 24RFP48
CMAR for Expo Center - West Arena, Pavilion, Parking Lot Expansion
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions and conducting interviews with the lead candidates, the evaluation committee found **Bartlett Cocke** to be the best-suited candidate to construct a covered West arena, picnic pavilions and improved parking at the Williamson County Expo Center. The evaluation committee recommends award of the **CMAR for Expo Center – West Arena, Pavilion, Parking Lot Expansion** project to **Bartlett Cocke**.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dale Butler', is written over a white rectangular area.

Dale Butler
Sr. Director, Facilities Management

24RFP48 RFP Construction Manager at Risk (CMAR) for Williamson County Expo Center - West Arena, Pavilion, Parking Lot Expansion
05.03.2024

Evaluation Criteria	Max Points	Evaluation Results									
		Aggeland Construction, Ltd	Bartlett Cocke General Contractors	Broadus & Associates	Chasco Constructors	CMC Development & Construction Corporation LLC	Lott Brothers Construction Company, Ltd.	Mackleroy & Falls	Trimbuilt Construction, Inc		
Conflict of Interest Questionnaire	Pass/Fail	P	P	P	P	P	P	P	P	P	
Proposal Affidavit	Pass/Fail	P	P	P	P	P	P	P	P	P	
References Submitted	15	14	15	13	15	8	13	13	14	14	
Company experience of similar type and size Projects	25	24	25	23	24	22	25	22	21	21	
Project Manager professional experience	25	24	25	23	24	22	24	22	22	22	
Site Superintendent professional experience	15	14	15	10	15	13	15	15	15	15	
Company performance with Government Agencies	10	2	2	3	3	10	3	2	3	3	
Proposed Fee		\$ 1,665,000.00	\$ 1,468,960.00	\$ 1,231,379.00	\$ 1,042,092.00	\$ 335,000.00	\$ 1,314,550.00	\$ 1,466,976.00	\$ 990,842.00		
Reference Feedback	10	10	10	10	10	10	10	10	10	10	
Total	100	88	92	82	91	85	90	84	85	85	

(Low Bid/Current Bid)*Max Point

Preconstruction Services Fee	\$ 15,000.00	\$ 16,500.00	\$ 45,000.00	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00	\$ 25,000.00	\$ 3,900.00
Construction Services Fee Lump Sum	\$ 1,650,000.00	\$ 1,452,460.00	\$ 1,186,329.00	\$ 1,032,092.00	\$ 330,000.00	\$ 1,299,550.00	\$ 1,441,976.00	\$ 986,942.00

Evaluators (Voting Members)



Recommendation : Bartlett Cocke



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.
 Bartlett Cocke
 Austin, TX United States

Certificate Number:
 2024-1173704

Date Filed:
 06/11/2024

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.
 202041
 Williamson County Expo Center West Arena

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stevens, Sean	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sean Stevens, and my date of birth is [REDACTED]

My address is [REDACTED], Austin, TX, 78744, US
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 11th day of June, 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**

Certificate Number:
 2024-1173704

Date Filed:
 06/11/2024

Date Acknowledged:
 06/12/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Bartlett Cocke
 Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 202041
 Williamson County Expo Center West Arena

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stevens, Sean	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

33.

Meeting Date: 06/25/2024

Approval of Contract for Construction with Falkenberg Construction Co., Inc, for Southwest Regional Park Disc Golf Parking Pave 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, #2024223, with Falkenberg Construction Co., Inc, for Southwest Regional Park Disc Golf Parking Pave for Facilities Management, in the amount of \$419,898.67, pursuant to Cooperative Purchasing – BuyBoard – Contract Number #728-24, and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and Falkenberg Construction Co., Inc, relates to the Southwest Regional Park Disc Golf Parking Pave, located at 210 Perry Mayfield BLVD., Leander, Texas 78641. Detailed Scope of Work is attached. Funding Source is 01.0100.0510.004509. The Department point of contact is Daryl Mutz, Project Manager, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract for Construction
Form 1295 - Falkenberg Construction Co., Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/19/2024 11:01 PM
County Judge Exec Asst.	Becky Pruitt	06/20/2024 08:44 AM
Form Started By: Stacian Williams		Started On: 06/17/2024 02:03 PM
Final Approval Date: 06/20/2024		



CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – BuyBoard – Contract Number #728-24)

PROJECT: **Southwest Regional Park Disc Golf Parking Pave** (“Project”)

GENERAL CONTRACTOR: **Falkenberg Construction Co., Inc.** (“GC”)
Kady Williams, Construction Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

**PLANNER, LANDSCAPE
ARCHITECT
& ENGINEER:**

K.C. Engineering, Inc. (“A/E”)
Martin Stary, Senior Engineer
705 N. Hwy. 281
Plaza I, Suite 103
Marble Falls, TX 78654

**COUNTY’S DESIGNATED
REPRESENTATIVE:**

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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 **Southwest Regional Park Disc Golf Parking Pave** (hereinafter called the "Project"). GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County’s requirements and the terms of this Contract (hereinafter collectively referred to as the “Work”).

ARTICLE 2 GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1

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

2.1.2

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

2.1.3

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

2.2 Relationship of the Parties.

2.2.1

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

2.2.2

It is understood and agreed that GC shall not in any sense be considered a partner or joint venturer with County, nor shall GC hold himself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. GC shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of County other than what may be expressly allowed under this Contract.

2.3 General Conditions.

2.3.1

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

2.3.2

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

2.3.3

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

**ARTICLE 3
CONTRACT TIME**

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Ninety-Five (95) 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 **Four Hundred Nineteen Thousand Eight Hundred Ninety-Eight and 67/100 Dollars (\$419,898.67)**.

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 **Forty-One Thousand Nine Hundred Eighty-Nine and 87/100 Dollars (\$ 41,989.87)** 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, agrees and will comply with any and all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4

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

5.1.5

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

5.1.6

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

5.1.7

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

5.1.8

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

5.2 Insurance and Bonds.

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

5.3

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

5.4

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

5.5

GC shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's

review of the insurance shall not relieve nor decrease the liability of GC. Prior to commencing any Work under this Contract, GC shall provide evidence of the following insurance coverages:

5.5.1

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

5.5.2

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

5.6

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

5.7

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

5.8

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

5.9

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

**ARTICLE 6
COUNTY'S RESPONSIBILITIES**

6.1 Information and Services Required of County.

6.1.1

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

6.1.2

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

6.2 Legal Requirements.

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

6.3 County's Designated Representative.

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

6.4 Architect/ Engineer.

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

**ARTICLE 7
PROJECT TEAM**

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

**Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641**

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent,

approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Falkenberg Construction Co., Inc.
Kady Williams, Construction Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

GC's designated project execution team is as follows:

Project Manager: Kady Williams
Project Superintendent: Kady Williams

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

ARTICLE 8

NOTICE

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

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

GC: Falkenberg Construction Co., Inc.
250 Cheatham St., Suite 2
San Marcos, TX 78666

Attention: Kady Williams
Construction Manager

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

ARTICLE 9 DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.

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

9.2 Suspension.

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

9.3 Termination.

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

9.3.1

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

9.3.2

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.

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

10.2 No Waiver of Immunity.

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

10.3 Governing Law.

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

10.4 Assignment.

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

10.5 Other Provisions.

10.5.1

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

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 11 SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1

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

11.2

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract #728-24; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:


1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract #728-24; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 12 SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Falkenberg Construction Co., Inc.

By: 
Signature

John E. Castro
Printed Name

President
Title

Date Signed: 6/14/24

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A
DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

Southwest Regional Park Disc Golf Parking Pave

Scope of Work Includes:

Install 8" crushed limestone below asphalt paving areas
Install 6" crushed limestone base below sidewalk and driveway Install concrete ribbon curb per plans
Install approx. 17,140 sf of 2" asphalt paving Install concrete sidewalks per plans
Install concrete driveway per plans
Install signage, striping, and wheel stops per plan
Install approx. 210 lf of rcp arch pipe below driveway (class IV) Install SET's on arch pipe per plan
Install 3" irrigation sleeve per plan Daily cleaning
Moisture condition subgrade
Install temporary fencing around jobsite Install erosion controls per plan
Setup traffic barricades to block work area from street traffic Strip site 2" and haul strippings offsite
Cut and fill site to proposed sugrade
Haul off excess spoils
Moisture condition subgrade
Install 8" crushed limestone below asphalt paving areas Install 6" crushed limestone base below sidewalk and driveway Install concrete ribbon curb per plans
Install approx. 17,140 sf of 2" asphalt paving
Install concrete sidewalks per plans
Install concrete driveway per plans
Install signage, striping, and wheel stops per plan
Install approx. 210 lf of rcp arch pipe below driveway (class IV) Install SET's on arch pipe per plan
Install 3" irrigation sleeve per plan
Daily cleaning

WILLIAMSON COUNTY SW REGIONAL PARK

219 PERRY MAYFIELD BLVD.
LEANDER, TEXAS

CONTRACTOR: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
FINAL COST: _____
LIST OF APPROVED REVISIONS:

SUBMITTAL DATE: MAY 2024

FLOODPLAIN NOTE: NO PORTION OF THIS SITE IS LOCATED WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEMA FIRM MAP NUMBER 48491C0470F FOR WILLIAMSON COUNTY, TEXAS, EFFECTIVE DATE DECEMBER 20, 2019.

AQUIFER NOTE: SITE LIES WHOLLY WITHIN THE RECHARGE ZONE OF THE EDWARDS AQUIFER.

WATERSHED NOTE: THE SITE IS LOCATED IN THE BRUSHY CREEK WATERSHED.

DISTURBED ACREAGE: DISTURBED ACREAGE = 0.95 ACRES

SPECIFICATION NOTE: THESE PLANS ARE GOVERNED BY THE CITY OF AUSTIN'S STANDARD SPECIFICATIONS MANUAL AND THE TEXAS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES (2014 EDITION) . ALL REFERENCES TO THE TERM "SPECIFICATIONS" IN THE PLANS SHALL REFER TO THOSE DEFINED ABOVE, UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PLANS ARE GOVERNED BY THE CITY OF AUSTIN'S STANDARD SPECIFICATIONS MANUAL (CURRENT EDITION). ALL REFERENCES TO THE TERM "SPECIFICATIONS" IN THE PLANS SHALL REFER TO THOSE DEFINED ABOVE, UNLESS SPECIFICALLY NOTED OTHERWISE.

BENCHMARKS: TEMPORARY BENCHMARK #1 (TBM #1)
NORTHING: 10177181.12
EASTING: 3104367.85
ELEVATION: 912.95'
DESCRIPTION: 1/2" IRON PIN (SET)

CONTROL POINT
NORTHING: 10177159.95
EASTING: 3104374.46
ELEVATION: 912.76'
DESCRIPTION: 1/2" IRON PIN WITH CAP

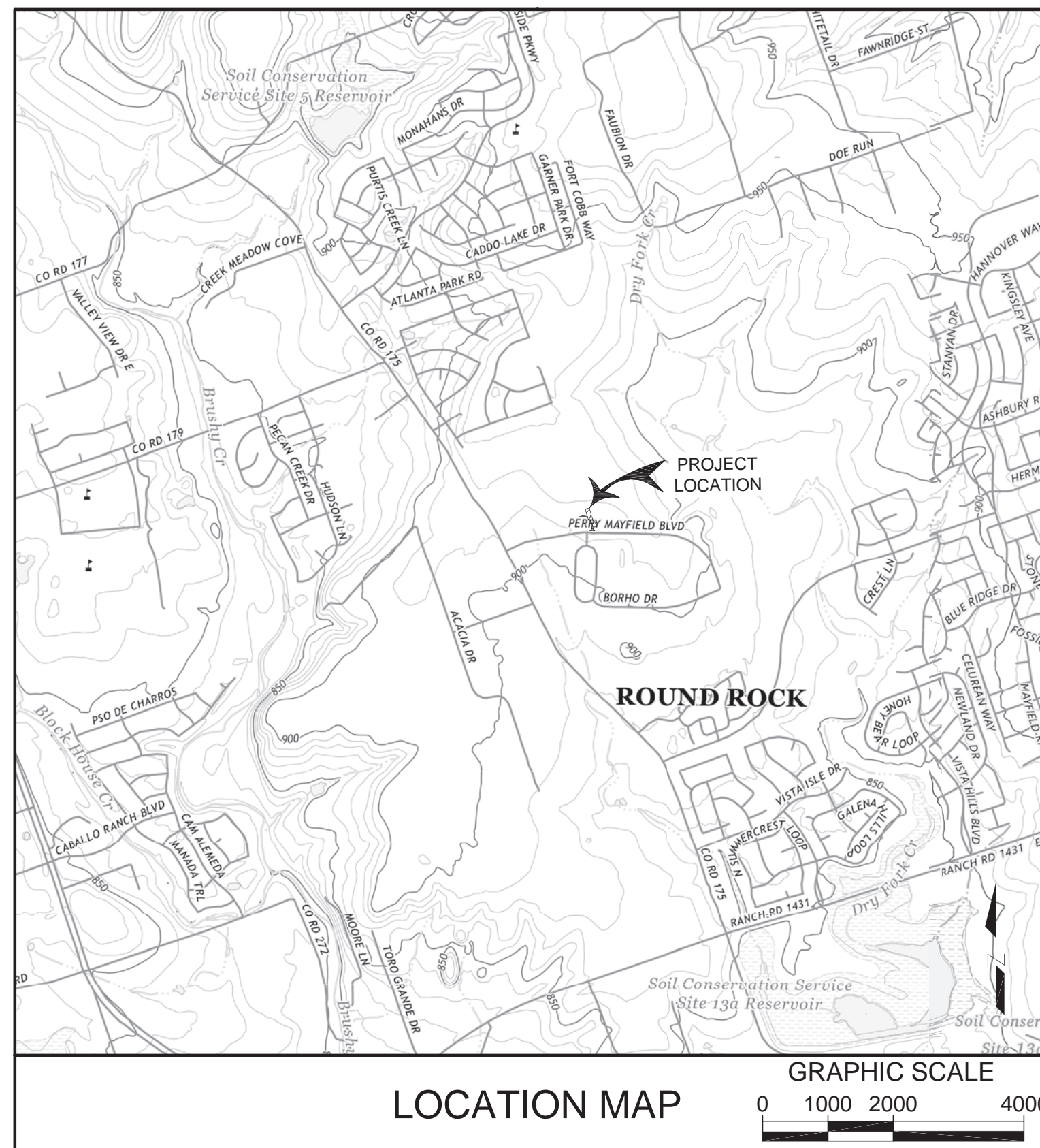
LEGAL DESCRIPTION: WILLIAMSON COUNTY SOUTHWEST REGIONAL PARK
210 PERRY MAYFIELD BLVD.
LEANDER, TEXAS 78641

MAINTENANCE: ALL IMPROVEMENTS SHOWN HEREON WILL BE MAINTAINED BY WILLIAMSON COUNTY.

FACILITY NOTE: THE PARKING LOT AND ASSOCIATED FACILITIES SHALL BE CLOSED TO THE PUBLIC DURING CONSTRUCTION.

THESE DRAWINGS ARE FOR ILLUSTRATION PURPOSES ONLY AND NOT TO BE SCALED FOR ANY PURPOSES. K.C. ENGINEERING, INC. AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANYTHING OBTAINED BY SCALING THESE DRAWINGS.

CONSTRUCTION OF PARKING LOT, TRAILS, AND SITE GRADING: CONSISTING OF GRADING, FLEXIBLE BASE, PAVEMENT SURFACING, CONCRETE CURB, STRIPING & SIGNAGE, AND DRAINAGE FACILITIES



Sheet List Table	
Sheet Number	Sheet Title
1.0	COVER SHEET
1.1	GENERAL NOTES
1.2	SWPPP
2.0	EXISTING CONDITIONS & DEMO PLAN
3.0	EROSION CONTROL PLAN
3.1 - 3.2	*EROSION CONTROL DETAILS
4.0	SITE PLAN
4.1	STRIPING & PAVING PLAN
4.2 - 4.3	*SITE DETAILS
5.0 - 5.6	GRADING & DIMENSION CONTROL PLAN
6.0	INLET DRAINAGE AREA MAP
7.0	STORM SEWER PLAN
7.1	*STORM SEWER DETAILS

*THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE, PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION AND/OR THE CITY OF AUSTIN, HAVE BEEN SELECTED BY ME OR UNDER MY SUPERVISION AND ARE APPLICABLE TO THIS PROJECT.

ENGINEER IN CHARGE:
D. Martin Stary
D. MARTIN STARY, P.E. 05-07-24
DATE

Date: May 07, 2024, 8:32pm User ID: Martin File: K:\23-284 Williamson County Southwest Regional Park\Design\PLAN SHEETS\1.0 COVER SHEET.dwg

OWNER CONTACT
RUSSELL FISHBECK
PARKS DIRECTOR
WILLIAMSON COUNTY
219 PERRY MAYFIELD BLVD.
LEANDER, TEXAS 78641
PHONE: 512-943-1922
EMAIL: RUSSELL.FISHBECK@WILCO.ORG

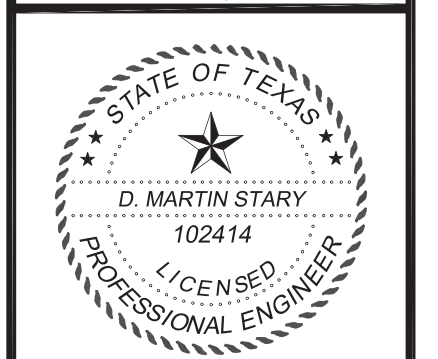
ENGINEER
D. MARTIN STARY, P.E.
K.C. ENGINEERING, INC.
705 N. HWY. 281
PLAZA I, SUITE 103
MARBLE FALLS, TEXAS 78654
PHONE: 830-693-5635
EMAIL: STARYM@KCEENGINEERING.COM

SURVEYOR
DANNY STARK, RPLS
CUPLIN & ASSOCIATES
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
PHONE: 325-388-3300
EMAIL: DSTARK@CUPLINASSOCIATES.COM

K.C. ENGINEERING, INC.
CONSULTING ENGINEERS
705 HWY. 281 NORTH, PLAZA I, SUITE 103
MARBLE FALLS, TEXAS 78654
OFFICE: 830-693-5635 FAX: 830-693-9664
Email: info@kceengineering.com
REGISTRATION # F-000977



COVER SHEET
WILLIAMSON COUNTY SW REGIONAL PARK
219 PERRY MAYFIELD BLVD.
LEANDER, TEXAS



D. Martin Stary
May 07, 2024

Job No. 23-284	Scale (Hor.):	Scale (Vert.):	Checked By:	Drawn By:
Date:	Date	Date	Rev. No.	Remarks

SHEET
1.0

GENERAL NOTES:

- 1. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THESE APPROVED PLANS. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE PLAN REVISIONS AND APPROVAL OF THE ENGINEER AND OWNER.
2. CONTRACTORS SHALL CALL THE TEXAS ONE CALL SYSTEM AND APPLICABLE SERVICE PROVIDERS FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN THE EASEMENTS OR ROADWAY RIGHT-OF-WAY AT 1-800-DIG-TESS.
3. THE CONTRACTOR SHALL NOTIFY THE CITY OF BERTRAM AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO ANY INSTALLATION OF A DRAINAGE FACILITY WITHIN A DRAINAGE EASEMENT OR ROADWAY RIGHT-OF-WAY OR PRIOR TO INSTALLATION OF ANY TEMPORARY TRAFFIC CONTROL MEASURES.
4. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. COPIES OF THE OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 903 SAN JACINTO, RM. 319, AUSTIN, TEXAS 78701.
5. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE EDWARDS AQUIFER PROTECTION PROGRAM.
6. THE CONTRACTOR SHALL NOT DISPOSE OF SURPLUS EXCAVATED MATERIAL FROM THE SITE WITHOUT THE APPROVAL OF THE OWNER. APPROVAL SHALL INCLUDE THE DISPOSAL SITE.
7. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF ANY FACILITY ON SITE.
8. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED AND GRADED TO DRAIN.
9. UPON APPROVAL OF THE ENGINEER, ALL DEBRIS AND EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE IN A MANNER NOT TO DAMAGE THE SITE.
10. THE INFORMATION CONTAINED ON THESE DRAWINGS IN REGARDS TO EXISTING UTILITIES, TOPOGRAPHY, CONTOURS, OR SUBSURFACE CONDITIONS IS FURNISHED SOLELY AS THE INFORMATION AVAILABLE AT THIS TIME. ITS ACCURACY IS NOT GUARANTEED AND ITS USE IN NO WAY RELIEVES THE CONTRACTOR OF ANY RESPONSIBILITY FOR LOSSES DUE TO ANY INACCURACIES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A NOTICE OF INTENT (N.O.I.) TO THE TCEQ FOR THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A NOTICE OF TERMINATION (N.O.T.) UPON COMPLETION OF THE PROJECT.
12. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS PROJECT SHALL CONFORM TO THE PROJECT SPECIFICATIONS, APPLICABLE BUILDING CODE AND REGULATIONS, AS WELL AS OTHER SAFETY CODES AND INSPECTION PROVISIONS APPLICABLE TO THE PROJECT AND REQUIREMENTS OF WILLIAMSON COUNTY.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL PERMITS, TESTS, APPROVALS, AND ACCEPTANCES REQUIRED TO COMPLETE THE CONSTRUCTION OF THIS PROJECT.
14. ALL ITEMS NOT SPECIFICALLY CALLED FOR ON THE PLANS, OR IN THE SPECIFICATIONS, BUT NECESSARY TO REASONABLY CONSTRUCT THE FACILITY OR IMPROVEMENT, SHALL BE CONSIDERED INCIDENTAL TO THE OVERALL PROJECT AND NO SEPARATE PAY ITEMS WILL BE MADE FOR THESE ITEMS.
15. THE CONTRACTOR SHALL EXCAVATE AROUND EXISTING UTILITIES WHICH INTERSECT THE PROPOSED ALIGNMENT OF THE SERVICES AND NOTIFY THE OWNER'S REPRESENTATIVE OF POTENTIAL CONFLICTS, PRIOR TO ANY CONSTRUCTION IN THE AREA.
16. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. ACTUAL LOCATIONS AND DEPTHS OF UTILITIES MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
17. ALL UTILITY CONNECTIONS TO FACILITIES SHALL BE COORDINATED WITH THE ENGINEER OR INSPECTOR.
18. PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO THE ELEVATIONS AND GRADES INDICATED; HOWEVER, DEPTH OF BURY FOR ALL PIPE SHALL BE A MINIMUM OF 3', UNLESS OTHERWISE NOTED.
19. NO WATER JETTING IS ALLOWED ON THIS PROJECT.
20. REFER TO PROJECT SPECIFICATIONS AND PROJECT MANUAL FOR ADDITIONAL SPECIFICATIONS AND CONTRACT INFORMATION.

STORM WATER POLLUTION PREVENTION PLAN (SWP3) GENERAL NOTES:

- 1. ALL CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE AND GREATER MUST OBTAIN STORM WATER DISCHARGE AUTHORIZATION FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), THROUGH COMPLIANCE WITH TCEQ'S GENERAL PERMIT #TXR150000. THE PRIMARY CONSTRUCTION SITE OPERATOR(S) (PCSO) MUST PREPARE AND IMPLEMENT AN SWP3 THROUGHOUT CONSTRUCTION WHICH INCLUDES THE EROSION AND SEDIMENT CONTROL (ESC) PLAN AND OTHER BEST MANAGEMENT PRACTICES (BMPs) SPECIFIED IN THESE PLANS APPROVED BY WILLIAMSON COUNTY.
2. SMALL CONSTRUCTION ACTIVITIES DISTURBING BETWEEN ONE AND FIVE ACRES SHALL POST A TCEQ CONSTRUCTION SITE NOTICE (CSN) ON SITE PRIOR TO COMMENCING CONSTRUCTION. LARGE CONSTRUCTION ACTIVITIES DISTURBING FIVE ACRES OR GREATER SHALL SUBMIT A NOTICE OF INTENT (NOI) TO TCEQ AND POST THE NOI ON SITE AT LEAST SEVEN (7) DAYS PRIOR TO BEGINNING CONSTRUCTION. NOTICES POSTED MUST BE MAINTAINED THROUGHOUT CONSTRUCTION.
3. THE PCSO MUST REVISE THE SWP3 WHENEVER CHANGING SITE CONDITIONS, OR A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS NOT PREVIOUSLY ADDRESSED, OR WHEN RESULTS OF INSPECTIONS BY SITE OPERATORS, TCEQ, OR OTHER LOCAL AGENCY AUTHORIZED TO APPROVE ESC PLANS INDICATE THE SWP3 IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS IN DISCHARGES FROM THE SITE.
4. TEMPORARY OR PERMANENT EROSION CONTROL AND STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE, AND AS SPECIFIED ON THE PLANS. IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, THESE MEASURES MUST BE INITIATED NO LATER THAN 14 DAYS AFTER CESSATION, UNLESS CONSTRUCTION ACTIVITIES WILL RESUME WITHIN 21 DAYS IN THE AREA.
5. UPON FINAL STABILIZATION OF THE ENTIRE SITE, INCLUDING COMPLETION OF ALL STABILIZATION REQUIREMENTS OF THE APPROVED PLANS AND PERMIT AS VERIFIED BY ENGINEER AND OWNER, THE PCSO SHALL SUBMIT A NOTICE OF TERMINATION (NOT) TO TCEQ.

TRENCH EXCAVATION SAFETY PROTECTION:

- 1. CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WATER POLLUTION ABATEMENT PLAN GENERAL CONSTRUCTION NOTES

EDWARDS AQUIFER PROTECTION PROGRAM CONSTRUCTION NOTES - LEGAL DISCLAIMER

THE FOLLOWING/LISTED "CONSTRUCTION NOTES" ARE INTENDED TO BE ADVISORY IN NATURE ONLY AND DO NOT CONSTITUTE AN APPROVAL OR CONDITIONAL APPROVAL BY THE EXECUTIVE DIRECTOR (ED), NOR DO THEY CONSTITUTE A COMPREHENSIVE LISTING OF RULES OR CONDITIONS TO BE FOLLOWED DURING CONSTRUCTION. FURTHER ACTIONS MAY BE REQUIRED TO ACHIEVE COMPLIANCE WITH TCEQ REGULATIONS FOUND IN TITLE 30, TEXAS ADMINISTRATIVE CODE (TAC), CHAPTERS 213 AND 217, AS WELL AS LOCAL ORDINANCES AND REGULATIONS PROVIDING FOR THE PROTECTION OF WATER QUALITY. ADDITIONALLY, NOTHING CONTAINED IN THE FOLLOWING/LISTED "CONSTRUCTION NOTES" RESTRICTS THE POWERS OF THE ED, THE COMMISSION OR ANY OTHER GOVERNMENTAL ENTITY TO PREVENT, CORRECT, OR CURTAIL ACTIVITIES THAT RESULT OR MAY RESULT IN POLLUTION OF THE EDWARDS AQUIFER OR HYDROLOGICALLY CONNECTED SURFACE WATERS. THE HOLDER OF ANY EDWARDS AQUIFER PROTECTION PLAN CONTAINING "CONSTRUCTION NOTES" IS STILL RESPONSIBLE FOR COMPLIANCE WITH TITLE 30, TAC, CHAPTERS 213 OR ANY OTHER APPLICABLE TCEQ REGULATION, AS WELL AS ALL CONDITIONS OF AN EDWARDS AQUIFER PROTECTION PLAN THROUGH ALL PHASES OF PLAN IMPLEMENTATION. FAILURE TO COMPLY WITH ANY CONDITION OF THE ED'S APPROVAL, WHETHER OR NOT IN CONTRADICTION OF ANY "CONSTRUCTION NOTES," IS A VIOLATION OF TCEQ REGULATIONS AND ANY VIOLATION IS SUBJECT TO ADMINISTRATIVE RULES, ORDERS, AND PENALTIES AS PROVIDED UNDER TITLE 30, TAC § 213.10 (RELATING TO ENFORCEMENT). SUCH VIOLATIONS MAY ALSO BE SUBJECT TO CIVIL PENALTIES AND INJUNCTION. THE FOLLOWING/LISTED "CONSTRUCTION NOTES" IN NO WAY REPRESENT AN APPROVED EXCEPTION BY THE ED TO ANY PART OF TITLE 30 TAC, CHAPTERS 213 AND 217, OR ANY OTHER TCEQ APPLICABLE REGULATION.

- 1. A WRITTEN NOTICE OF CONSTRUCTION MUST BE SUBMITTED TO THE TCEQ REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO THE START OF ANY REGULATED ACTIVITIES. THIS NOTICE MUST INCLUDE:
• THE NAME OF THE APPROVED PROJECT;
• THE ACTIVITY START DATE; AND
• THE CONTACT INFORMATION OF THE PRIME CONTRACTOR.
2. ALL CONTRACTORS CONDUCTING REGULATED ACTIVITIES ASSOCIATED WITH THIS PROJECT MUST BE PROVIDED WITH COMPLETE COPIES OF THE APPROVED WATER POLLUTION ABATEMENT PLAN (WPAP) AND THE TCEQ LETTER INDICATING THE SPECIFIC CONDITIONS OF ITS APPROVAL. DURING THE COURSE OF THESE REGULATED ACTIVITIES, THE CONTRACTORS ARE REQUIRED TO KEEP ON-SITE COPIES OF THE APPROVED PLAN AND APPROVAL LETTER.
3. IF ANY SENSITIVE FEATURE(S) (CAVES, SOLUTION CAVITY, SINK HOLE, ETC.) IS DISCOVERED DURING CONSTRUCTION, ALL REGULATED ACTIVITIES NEAR THE SENSITIVE FEATURE MUST BE SUSPENDED IMMEDIATELY. THE APPROPRIATE TCEQ REGIONAL OFFICE MUST BE IMMEDIATELY NOTIFIED OF ANY SENSITIVE FEATURES ENCOUNTERED DURING CONSTRUCTION. CONSTRUCTION ACTIVITIES MAY NOT BE RESUMED UNTIL THE TCEQ HAS REVIEWED AND APPROVED THE APPROPRIATE PROTECTIVE MEASURES IN ORDER TO PROTECT ANY SENSITIVE FEATURE AND THE EDWARDS AQUIFER FROM POTENTIALLY ADVERSE IMPACTS TO WATER QUALITY.
4. NO TEMPORARY OR PERMANENT HAZARDOUS SUBSTANCE STORAGE TANK SHALL BE INSTALLED WITHIN 150 FEET OF A WATER SUPPLY SOURCE, DISTRIBUTION SYSTEM, WELL, OR SENSITIVE FEATURE.
5. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED PLANS AND MANUFACTURERS SPECIFICATIONS. IF INSPECTIONS INDICATE A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE APPLICANT MUST REPLACE OR MODIFY THE CONTROL FOR SITE SITUATIONS. THESE CONTROLS MUST REMAIN IN PLACE UNTIL THE DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED.
6. ANY SEDIMENT THAT ESCAPES THE CONSTRUCTION SITE MUST BE COLLECTED AND PROPERLY DISPOSED OF BEFORE THE NEXT RAIN EVENT TO ENSURE IT IS NOT WASHED INTO SURFACE STREAMS, SENSITIVE FEATURES, ETC.
7. SEDIMENT MUST BE REMOVED FROM THE SEDIMENT TRAPS OR SEDIMENTATION BASINS NOT LATER THAN WHEN IT OCCUPIES 50% OF THE BASIN'S DESIGN CAPACITY.
8. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER SHALL BE PREVENTED FROM BEING DISCHARGED OFFSITE.
9. ALL SPOILS (EXCAVATED MATERIAL) GENERATED FROM THE PROJECT SITE MUST BE STORED ON-SITE WITH PROPER E&S CONTROLS. FOR STORAGE OR DISPOSAL OF SPOILS AT ANOTHER SITE ON THE EDWARDS AQUIFER RECHARGE ZONE, THE OWNER OF THE SITE MUST RECEIVE APPROVAL OF A WATER POLLUTION ABATEMENT PLAN FOR THE PLACEMENT OF FILL MATERIAL OR MASS GRADING PRIOR TO THE PLACEMENT OF SPOILS AT THE OTHER SITE.
10. IF PORTIONS OF THE SITE WILL HAVE A TEMPORARY OR PERMANENT CEASE IN CONSTRUCTION ACTIVITY LASTING LONGER THAN 14 DAYS, SOIL STABILIZATION IN THOSE AREAS SHALL BE INITIATED AS SOON AS POSSIBLE PRIOR TO THE 14TH DAY OF INACTIVITY. IF ACTIVITY WILL RESUME PRIOR TO THE 21ST DAY, STABILIZATION MEASURES ARE NOT REQUIRED. IF DROUGHT CONDITIONS OR INCLEMENT WEATHER PREVENT ACTION BY THE 14TH DAY, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE.
11. THE FOLLOWING RECORDS SHALL BE MAINTAINED AND MADE AVAILABLE TO THE TCEQ UPON REQUEST:
• THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR;
• THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE; AND
• THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.
12. THE HOLDER OF ANY APPROVED EDWARD AQUIFER PROTECTION PLAN MUST NOTIFY THE APPROPRIATE REGIONAL OFFICE IN WRITING AND OBTAIN APPROVAL FROM THE EXECUTIVE DIRECTOR PRIOR TO INITIATING ANY OF THE FOLLOWING:
A. ANY PHYSICAL OR OPERATIONAL MODIFICATION OF ANY WATER POLLUTION ABATEMENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO PONDS, DAMS, BERMS, SEWAGE TREATMENT PLANTS, AND DIVERSIONARY STRUCTURES;
B. ANY CHANGE IN THE NATURE OR CHARACTER OF THE REGULATED ACTIVITY FROM THAT WHICH WAS ORIGINALLY APPROVED OR A CHANGE WHICH WOULD SIGNIFICANTLY IMPACT THE ABILITY OF THE PLAN TO PREVENT POLLUTION OF THE EDWARDS AQUIFER;
C. ANY DEVELOPMENT OF LAND PREVIOUSLY IDENTIFIED AS UNDEVELOPED IN THE ORIGINAL WATER POLLUTION ABATEMENT PLAN.

AUSTIN REGIONAL OFFICE
12100 PARK 35 CIRCLE, BUILDING A
AUSTIN, TEXAS 78753-1808
PHONE (512) 339-2929
FAX (512) 339-3795

THESE GENERAL CONSTRUCTION NOTES MUST BE INCLUDED ON THE CONSTRUCTION PLANS PROVIDED TO THE CONTRACTOR AND ALL SUBCONTRACTORS.

THE EXISTING CONDITIONS SHOWN IN THESE PLANS, INCLUDING BOUNDARY, BUILDINGS, TREES, AND TOPOGRAPHY ARE BASED ON SURVEY INFORMATION PROVIDED BY:
CUPLIN AND ASSOCIATES LAND SURVEYORS AND PLANNERS
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
(830) 693-8815
(325) 388-3300
CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY K.C. ENGINEERING, INC. AT (830) 693-5635, CONCERNING ANY DISCREPANCIES.
THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE THE SURVEYOR WILL NOT BE HELD RESPONSIBLE FOR ANYTHING THAT A TITLE COMMITMENT MAY DISCLOSE.
THE LOCATION OF THE UNDERGROUND UTILITIES AS SHOWN HEREON ARE TAKEN FROM SOURCE INFORMATION FROM PLANS AND MARKINGS WITH THE COMBINED OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOT BE RESPONSIBLE OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT, ENGINEER AND ARCHITECT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.

THE LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

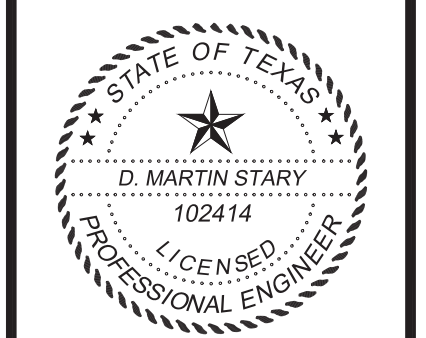
LEGEND

GAS UTILITY LINE AND SYMBOLS
ELECTRIC UTILITY LINES AND SYMBOLS
CATV UTILITY LINES AND SYMBOLS
CABLE UTILITY LINES AND SYMBOLS
TELEPHONE UTILITY LINES AND SYMBOLS
STORM DRAIN UTILITY LINES AND SYMBOLS
WASTEWATER UTILITY LINES AND SYMBOLS
WATER UTILITY LINES AND SYMBOLS
MISC LINES AND SYMBOLS
Includes symbols for gas lines, electric lines, CATV, cable, telephone, storm drain, wastewater, water, and miscellaneous lines like stone fence, wire fence, wood fence, chainlink fence, proposed silt fence, and construction limits.

K.C. ENGINEERING, INC.
CONSULTING ENGINEERS
705 HWY. 281 NORTH, PLAZA 1, SUITE 103
MARBLE FALLS, TEXAS 78654
OFFICE: 830-693-5635 FAX: 830-693-9664
Email: info@kceengineering.com
REGISTRATION # F-000977



GENERAL NOTES
WILLIAMSON COUNTY SW REGIONAL PARK
219 PERRY MAYFIELD BLVD.
LEANDER, TEXAS



May 07, 2024

Table with 5 columns: Job No., Date, Checked By, Date, Remarks. Job No. is 23-284.

SHEET
1.1

Date: May 07, 2024, 8:32pm User ID: Martin
File: K:\23-284 Williamson County Southwest Regional Park\Design\PLAN SHEETS\1.0 COVER SHEET.dwg

GENERAL SITE DATA

- 1. PROJECT LIMITS: REFER TO EROSION CONTROL PLAN FOR LIMITS OF CONSTRUCTION
APPROXIMATE SITE ENTRANCE/BEGINNING LOCATION: LATITUDE (N) : 30° 33' 39.8086" LONGITUDE (W) : 97° 45' 9350"
2. PROJECT SITE MAPS:
PROJECT LOCATION MAP: REFER TO TITLE SHEET
DRAINAGE PATTERNS: REFER TO EROSION CONTROL PLAN
AREAS WHERE SOIL DISTURBANCE WILL OCCUR: REFER TO EROSION CONTROL PLAN
SLOPES ANTICIPATED AFTER MAJOR GRADING OR AREAS OF SOIL DISTURBANCE: REFER TO EROSION CONTROL PLAN
LOCATION OF EROSION AND SEDIMENT CONTROLS AND WHERE TEMPORARY OR PERMANENT STABILIZATION PRACTICES ARE EXPECTED TO BE USED: REFER TO EROSION CONTROL PLAN
LOCATION OF CONSTRUCTION SUPPORT ACTIVITIES: TO BE PROVIDED BY THE PRIMARY OPERATOR
SURFACE WATERS AND DISCHARGE LOCATIONS: REFER TO THIS SHEET AND/OR EROSION CONTROL PLAN
LOCATIONS OF STORMWATER DISCHARGES DIRECTLY TO A SURFACE WATER BODY OR A MS4: REFER TO THIS SHEET AND/OR EROSION CONTROL PLAN
VEHICLE WASH AREAS: TO BE PROVIDED BY THE PRIMARY OPERATOR
DESIGNATED POINTS WHERE VEHICLES WILL EXIT ONTO PAVED ROADS: REFER TO EROSION CONTROL PLAN
STORMWATER DISCHARGE LOCATIONS: REFER TO EROSION CONTROL PLAN
LOCATIONS OF POLLUTANT GENERATING ACTIVITIES: REFER TO EROSION CONTROL PLAN (POLLUTANT GENERATING ACTIVITIES ASSOCIATED WITH CONSTRUCTION SUPPORT ACTIVITIES WILL BE PROVIDED BY THE PRIMARY OPERATOR)
PROJECT SPECIFIC LOCATION(S) (PSL): TO BE SPECIFIED IN THE FIELD DURING CONSTRUCTION AND LOCATED IN THE PROJECT SW3P FILE. REFERENCE ITEM NO. 10 BELOW
3. PROJECT DESCRIPTION:
REFER TO TITLE SHEET
4. MAJOR SOIL DISTURBING ACTIVITIES:
GRADING, DRAINAGE, AND/OR UTILITY IMPROVEMENTS, INCLUDING DUMPING, PLACING AND STOCKPILING OF MATERIALS
5. EXISTING CONDITION OF SOIL & VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER:
GEORGETOWN STONY CLAY LOAM, 1 TO 3 PERCENT SLOPES
GRASS COVER CONDITION - FAIR (50-70%)
6. TOTAL PROJECT AREA:
1.63 ACRES
7. TOTAL AREA TO BE DISTURBED:
0.95 ACRES (THE CONTRACTOR SHALL REVISE THIS AREA TO INCLUDE ADDITIONAL AREAS DISTURBED WHERE CONSTRUCTION SUPPORT ACTIVITIES OCCUR)
8. WEIGHTED RUNOFF COEFFICIENT:
BEFORE CONSTRUCTION: 0.59
AFTER CONSTRUCTION: 0.53
9. NAME OF RECEIVING WATERS:
LAKE/RIVER/TRIBUTARY: BRUSHY CREEK
SEGMENT ID: 1244
IMPAIRED: Y
LOCATIONS WHERE STORMWATER DISCHARGES DIRECTLY INTO SURFACE WATERS OR MS4: REFER TO EROSION CONTROL PLAN
10. PROJECT SW3P FILE:
FOR PROJECTS DISTURBING ONE ACRE OR MORE, THE CONTRACTOR WILL MAINTAIN A SWP3 FILE WITH ALL PERTINENT ENVIRONMENTAL DOCUMENTS AND CORRESPONDENCE ON-SITE AND PROVIDE COPIES OF ALL PERTINENT ENVIRONMENTAL DOCUMENTS AND CORRESPONDENCE TO WILLIAMSON COUNTY.
11. POTENTIAL POLLUTANTS AND SOURCES:
POTENTIAL POLLUTANTS ARE SOIL FROM GRADING OPERATIONS, PLACEMENT OF DRAINAGE AND UTILITY IMPROVEMENTS, DUMPING AND PLACEMENT OPERATIONS FOR EARTHWORK AND BEDDING, AND SOIL FROM PLACEMENT OF TOPSOIL AND SEEDING. THE CONTRACTOR SHALL PROVIDE A LIST OF OTHER POTENTIAL POLLUTANTS AND THEIR SOURCES THAT COULD BE PRESENT BUT ARE NOT LISTED HERE. THE CONTROLS FOR THESE POLLUTANTS ARE LISTED HEREIN. THE CONTRACTOR SHALL PROVIDE A LIST OF CONSTRUCTION AND WASTE MATERIALS EXPECTED TO BE STORED ON-SITE AND A DESCRIPTION OF CONTROLS TO MINIMIZE POLLUTANTS FROM THESE MATERIALS.
12. DESCRIPTION OF CONSTRUCTION ACTIVITIES:
REFER TO THE TITLE SHEET AND/OR EROSION CONTROL PLAN

EROSION AND SEDIMENT CONTROLS

- 1. SOIL STABILIZATION PRACTICES:
(SELECT T = TEMPORARY OR P = PERMANENT, AS APPLICABLE)
TEMPORARY VEGETATION FLEXIBLE CHANNEL LINER
MULCHING (HAY OR STRAW) RIGID CHANNEL LINER
BUFFER ZONES EROSION CONTROL MATTING
PLANTING SOIL RETENTION BLANKET
P SEEDING COMPOST MANUFACTURED TOPSOIL
SODDING VERTICAL TRACKING
PRESERVATION OF NATURAL RESOURCES P * OTHER
* DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED TEMPORARILY AND WILL RESUME FOR 14 CALENDAR DAYS SHALL BE STABILIZED IMMEDIATELY. DISTURBED AREAS WHERE CONSTRUCTION ACTIVITY HAS CEASED PERMANENTLY SHALL BE STABILIZED IMMEDIATELY. IMMEDIATELY IS DEFINED AS 'AS SOON AS PRACTICABLE BUT NO LATER THAN THE END OF THE NEXT WORK DAY FOLLOWING THE DAY THE EARTH-DISTURBING ACTIVITIES HAVE CEASED'.
2. STRUCTURAL PRACTICES:
(SELECT T = TEMPORARY OR P = PERMANENT, AS APPLICABLE)
T SILT FENCES TIMBER MATTING AT CONSTRUCTION EXIT
EROSION CONTROL LOGS CHANNEL LINERS
EROSION CONTROL COMPOST BERMS SEDIMENT TRAPS
T ROCK BERMS SEDIMENT BASINS
DIVERSION, INTERCEPTOR, OR PERIMETER DIKES STORM INLET SEDIMENT TRAP
DIVERSION, INTERCEPTOR, OR PERIMETER SWALES STONE OUTLET STRUCTURES
DIVERSION DIKE AND SWALE COMBINATIONS CURBS AND GUTTERS
PIPE SLOPE DRAINS STORM SEWERS
PAVED FLUMES VELOCITY CONTROL DEVICES
T ROCK BEDDING AT CONSTRUCTION EXIT SLOPE TEXTURING
* OTHER:
NOTES:
THE TOPS OF BMPS SHOULD NOT BE HIGHER THAN THE ROADWAY ELEVATION SO AS NOT TO FLOOD THE ROADWAY, UNLESS PRIOR APPROVAL HAS BEEN GRANTED BY THE OWNER.
EROSION CONTROL MEASURES MUST BE INSTALLED AND MAINTAINED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
CONTROLS MUST BE DEVELOPED TO MINIMIZE THE OFFSITE TRANSPORT OF LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION MATERIALS.
PRESERVE EXISTING VEGETATION TO THE GREATEST EXTENT POSSIBLE.
3. STORM WATER MANAGEMENT:
A. STORM WATER DRAINAGE WILL BE PROVIDED BY DITCHES, INLETS, AND STORM WATER SYSTEMS WHICH CARRY DRAINAGE WITHIN THE R.O.W. TO THE LOWS WITHIN THE ROADWAY AND PROJECT SITE WHICH DRAINS TO NATURAL FACILITIES.
B. NON-PAVED AREAS AND DITCHES SHALL BE STABILIZED WITH A PERMANENT VEGETATIVE COVER.
C. MINIMIZE OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST. USE ROCK BEDDING AT CONSTRUCTION EXITS TO CONTROL OFF-SITE VEHICLE TRACKING AND USE SPRINKLING TO CONTROL DUST.
4. STORM WATER MANAGEMENT ACTIVITIES: (SEQUENCE OF CONSTRUCTION)
PHASE 1: INSTALL SILT FENCE AND ROCK FILTER DAMS
PERFORM ROUTINE INSPECTIONS OF TEMPORARY EROSION CONTROL DEVICES
REPAIR AS REQUIRED
PHASE 2: PLACE TOPSOIL, SEEDING, AND VEGETATIVE WATERING
PERFORM ROUTINE INSPECTIONS OF TEMPORARY EROSION CONTROL DEVICES
REPAIR AS REQUIRED
PHASE 3: AFTER 70% PERMANENT VEGETATIVE COVER, REMOVE TEMPORARY EROSION CONTROL DEVICES
5. NON-STORM WATER DISCHARGES:
FILTER NON-STORM WATER DISCHARGES, OR HOLD IN RETENTION BASINS, BEFORE BEING ALLOWED TO MIX WITH STORM WATER. THESE DISCHARGES CONSIST OF, BUT NOT LIMITED TO, NON-POLLUTED GROUND WATER, SPRING WATER, FOUNDATION OR FOOTING DRAIN WATER, WATER USED FOR DUST CONTROL OR PAVEMENT WASHING AND VEHICLE WASHWATER CONTAINING NO DETERGENTS.
6. DATES:
THE ACTIVITIES (SEE DESCRIPTION OF CONSTRUCTION ACTIVITIES) ARE ANTICIPATED TO COMMENCE IN JUNE 2024. IT IS ANTICIPATED THAT THE ACTIVITIES WILL CEASE IN AUGUST 2024. ALTHOUGH THESE DATES ARE SUBJECT TO CHANGE, THE OVERALL TIME PERIOD FOR COMPLETION OF THE PROJECT IS REASONABLE. THE ACTIVITIES SHOULD OCCUR IN THE SEQUENCE DESCRIBED.
7. RESPONSIBILITIES:
THE CONTRACTOR, AS PRIMARY OPERATOR, IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF STORMWATER CONTROL MEASURES PRIOR TO FINAL STABILIZATION OF THE SITE AND PRIOR TO SUBMISSION OF A NOTICE OF TERMINATION (NOT).

OTHER REQUIREMENTS & PRACTICES

- 1. MAINTENANCE:
MAINTAIN ALL EROSION AND SEDIMENT CONTROLS IN GOOD WORKING ORDER. PERFORM ANY NECESSARY CLEANING/REPAIRS/REPLACEMENTS AT THE EARLIEST POSSIBLE DATE PRIOR TO NEXT RAIN EVENT, BUT NO LATER THAN 7 CALENDAR DAYS. ENSURE THE SURROUNDING GROUND HAS DRIED SUFFICIENTLY TO PREVENT DAMAGE FROM EQUIPMENT. "TOO WET" IS THE ONLY REASON FOR NOT ADHERING TO TIME FRAMES DESCRIBED. WHEN CONSTRUCTION ACTIVITIES PERMANENTLY OR TEMPORARILY CEASE AND ARE NOT EXPECTED TO RESUME FOR 14 OR MORE DAYS ON A DISTURBED PORTION OF THE SITE, STABILIZATION MEASURES MUST BE INITIATED IMMEDIATELY.
2. INSPECTION:
AN INSPECTION AND MAINTENANCE REPORT, SIGNED BY THE COUNTY AND THE CONTRACTOR, WILL BE FILED FOR EACH INSPECTION. REVISE/CLEAN/REPAIR/REPLACE EACH BMP CONTROL DEVICE IN ACCORDANCE WITH THE CURRENT FIELD INSPECTION AND MAINTENANCE REPORT AND ITEM 1 (MAINTENANCE) ABOVE.
3. WASTE MATERIALS:
ON A DAILY BASIS, OR AS MAY BE DIRECTED BY THE OWNER, COLLECT ALL WASTE MATERIALS, TRASH AND DEBRIS FROM THE CONSTRUCTION SITE AND DEPOSIT INTO A METAL DUMPSTER HAVING A SECURE COVER AND WHICH MEETS ALL STATE AND LOCAL CITY SOLID WASTE MANAGEMENT REQUIREMENTS. EMPTY THE DUMPSTER AS REQUIRED BY REGULATION, OR AS MAY BE DIRECTED, AT A LOCAL APPROVED LANDFILL SITE. DO NOT BURY CONSTRUCTION WASTE ON THE CONSTRUCTION PROJECT SITE.
4. HAZARDOUS WASTE & SPILL REPORTING:
AS A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS: PAINTS, ACIDS, SOLVENTS, FUELS, ASPHALT PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION, AND CONCRETE CURING COMPOUNDS OR ADDITIVES. WHEN STORING HAZARDOUS MATERIAL ON THE PROJECT SITE, OR AT A PROJECT SPECIFIC LOCATION, TAKE ALL PRACTICABLE PRECAUTION TO PREVENT AND/OR CONTAIN ANY SPILLAGE OF THESE MATERIALS. IN THE EVENT OF A SPILL, CONTACT THE SPILL COORDINATOR IMMEDIATELY.
5. SANITARY WASTE:
ALL SANITARY WASTE WILL BE COLLECTED FROM PORTABLE UNITS AS NECESSARY OR AS REQUIRED BY LOCAL REGULATION BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.
6. CONSTRUCTION VEHICLE TRACKING:
ON A REGULAR BASIS, OR AS MAY BE DIRECTED, DAMPEN HAUL ROADS FOR DUST CONTROL AND STABILIZE CONSTRUCTION ENTRANCES/EXITS. PROVIDE FOR A MOTORIZED BROOM OR VACUUM TYPE SWEEPER TO BE AVAILABLE ON A DAILY BASIS, OR AS MAY BE DIRECTED, TO REMOVE SEDIMENT FROM PAVED ROADWAYS ABUTTING OR TRAVERSING THE PROJECT SITE.
7. MANAGEMENT PRACTICES:
A. CONSTRUCT DISPOSAL AREAS, STOCKPILES, HAUL ROADS AND PSL'S IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNT OF SEDIMENT THAT MAY ENTER RECEIVING WATERS. DO NOT LOCATE DISPOSAL AREAS IN ANY WETLAND, WATER BODY OR STREAMBED.
B. LOCATE CONSTRUCTION STAGING AREAS, VEHICLE MAINTENANCE AND PSL'S AREAS IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS.
C. WHEN WORKING IN OR NEAR A WETLAND, INSTALL AND MAINTAIN OPERATING SOIL EROSION AND SEDIMENT CONTROLS AT ALL TIMES DURING CONSTRUCTION AND ISOLATE THE WORK FROM THE WETLAND.
D. CLEAR ALL WATERWAYS AS SOON AS PRACTICABLE OF TEMPORARY EMBANKMENT, TEMPORARY BRIDGES, MATTING, FALSEWORK, PILING, DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING CONSTRUCTION OPERATIONS THAT ARE NOT A PART OF THE FINISHED WORK.
E. PROCEDURES AND/OR PRACTICES SHOULD BE TAKEN TO CONTROL DUST.
F. SEDIMENT TO BE REMOVED FROM ROADWAYS DAILY OR WHEN WORK BEGINS AFTER WEATHER EVENTS IF CONSTRUCTION ACTIVITIES HAVE CEASED DUE TO WEATHER EVENT.
G. THE CONTRACTOR WILL BE REQUIRED TO CONTAIN WASH WATER FROM CONCRETE TRUCKS IN A MANNER THAT WILL PREVENT SAME FROM ENTERING ANY WATERWAY.
H. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT ALL SUBCONTRACTORS ARE AWARE AND COMPLY WITH ALL COMPONENTS OF THE TEMPORARY EROSION CONTROL PLANS.
I. THE CONTRACTOR SHALL BE CONSIDERED THE PRIMARY OPERATOR AND HAVE DAY-TO-DAY OPERATIONAL CONTROL OVER THE ACTIVITIES AND BE RESPONSIBLE FOR THE IMPLEMENTATION OF BMPS AND BE RESPONSIBLE FOR THE CONSTRUCTION PLANS AND SPECIFICATIONS (INCLUDING THE AUTHORITY TO MAKE MODIFICATIONS TO THE SPECIFICATIONS) TO THE EXTENT NECESSARY TO COMPLY WITH THE TCEQ TPDES GENERAL PERMIT TXR150000. THIS AUTHORIZATION APPLIES TO THE LIMITS OF THIS PROJECT ONLY (AS DEFINED HEREIN).
J. THE CONTRACTOR SHALL POST THE TCEQ SITE NOTICE AT A CONSPICUOUS LOCATION AND IT MUST CONTAIN, AT A MINIMUM: 1) THE SITE-SPECIFIC TPDES AUTHORIZATION NUMBER; 2) THE OPERATOR NAME, CONTACT NAME, AND CONTACT PHONE NUMBER; 3) A BRIEF DESCRIPTION OF THE PROJECT; AND 4) THE LOCATION OF THE SWP3.
K. THE CONTRACTOR SHALL ATTACH A COPY OF THE TCEQ TPDES GENERAL PERMIT NO. TXR150000 TO THIS PLAN.
L. THE CONTRACTOR SHALL MAINTAIN A PERMANENT RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN THE CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON ANY PORTION OF THE SITE, AND THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.
M. THE CONTRACTOR SHALL REVISE OR UPDATE THE SWP3 WITHIN SEVEN DAYS OF ANY SUBSTANTIAL CHANGE THAT MAY HAVE AN EFFECT ON DISCHARGE OR WHEN SITE INSPECTIONS INDICATE THE EXISTING SWP3 IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS IN DISCHARGES.
N. THE CONTRACTOR SHALL ENSURE COMPLIANCE WITH ALL PROVISIONS OF THE TPDES GENERAL PERMIT TXR150000.

STORM WATER POLLUTION PREVENTION PLAN (SW3P)

K.C. ENGINEERING, INC. CONSULTING ENGINEERS
705 HWY. 281 NORTH, PLAZA I, SUITE 103
MARBLE FALLS, TEXAS 78654
OFFICE: 830-693-5635 FAX: 830-693-9664
Email: info@kceengineering.com
REGISTRATION # F-000977



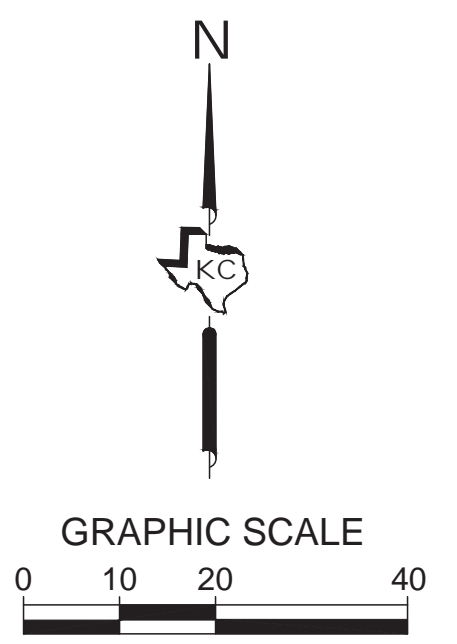
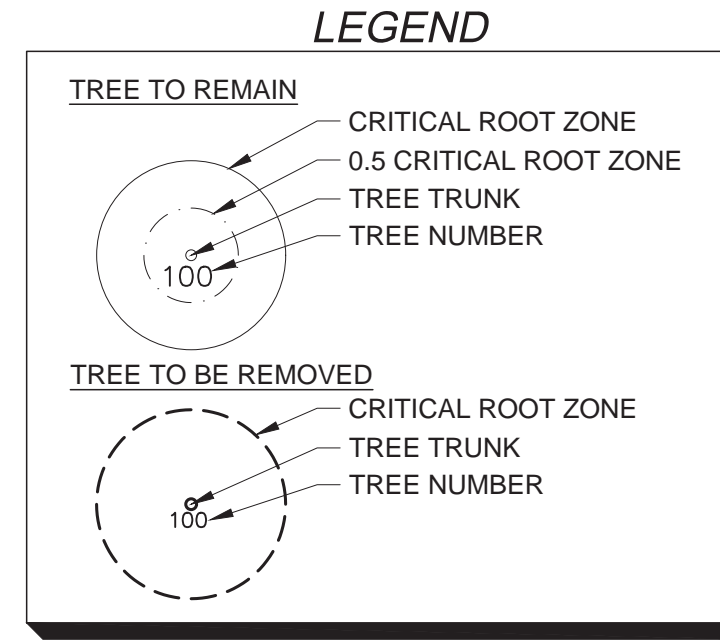
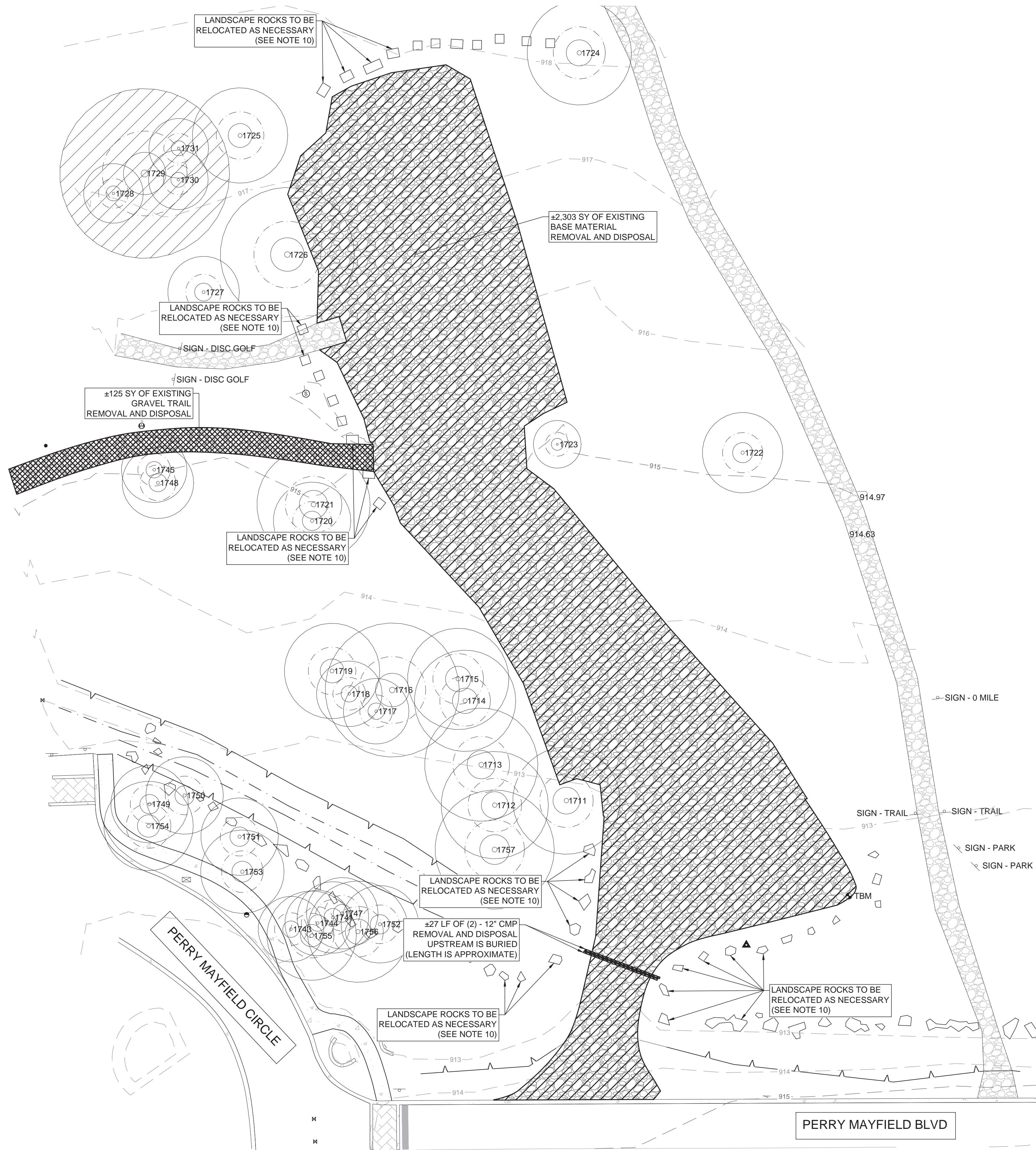
SWPPP
WILLIAMSON COUNTY SW REGIONAL PARK
219 PERRY MAYFIELD BLVD.
LEANDER, TEXAS



Table with columns for Job No. (23-284), Date, Scale (Hor./Vert.), Checked By, Drawn By, Date, Rev. No., and Remarks.

Date: May 07, 2024, 8:32pm User ID: Martin File: K:\23-284 Williamson County Southwest Regional Park\Design\PLAN SHEETS\1.0 COVER SHEET.dwg

Date: May 07, 2024, 8:33pm User ID: Martin
 File: K:\23-284 Williamson County Southwest Regional Park\Design\PLAN SHEETS\2.0 EXISTING CONDITIONS & DEMO PLAN.dwg



TREES TO REMAIN			
TREE #	TYPE	DIA	CLASS
1711	LIVE (PLATEAU) OAK	18.00	NP
1712	LIVE (PLATEAU) OAK	18.00	NP
1713	LIVE (PLATEAU) OAK	19.00	P
1714	LIVE (PLATEAU) OAK	17.00	NP
1715	LIVE (PLATEAU) OAK	17.00	NP
1716	LIVE (PLATEAU) OAK	22.50	M-P
1717	LIVE (PLATEAU) OAK	11.00	NP
1718	LIVE (PLATEAU) OAK	11.00	NP
1719	LIVE (PLATEAU) OAK	16.00	NP
1720	POST OAK	13.00	NP
1721	POST OAK	19.00	P
1722	CEDAR ELM	13.50	M-NP
1723	LIVE (PLATEAU) OAK	8.00	NP
1724	CHINABERRY	17.50	M-NP
1725	POST OAK	16.00	NP
1726	CEDAR ELM	22.50	M-P
1727	POST OAK	12.00	NP
1728	LIVE (PLATEAU) OAK	10.00	NP
1729	LIVE (PLATEAU) OAK	28.50	M-H
1730	LIVE (PLATEAU) OAK	10.00	NP
1731	LIVE (PLATEAU) OAK	10.00	NP
1741	AMERICAN ELM	12.00	NP
1742	AMERICAN ELM	14.00	M-NP
1743	LIVE (PLATEAU) OAK	11.00	NP
1744	LIVE (PLATEAU) OAK	11.00	NP
1745	LIVE (PLATEAU) OAK	11.00	NP
1746	LIVE (PLATEAU) OAK	11.00	NP
1747	LIVE (PLATEAU) OAK	12.00	NP
1748	LIVE (PLATEAU) OAK	12.00	NP
1749	LIVE (PLATEAU) OAK	13.00	NP
1750	LIVE (PLATEAU) OAK	13.00	NP
1751	LIVE (PLATEAU) OAK	13.00	NP
1752	LIVE (PLATEAU) OAK	13.00	NP
1753	LIVE (PLATEAU) OAK	14.00	NP
1754	LIVE (PLATEAU) OAK	15.00	NP
1755	LIVE (PLATEAU) OAK	15.00	NP
1756	LIVE (PLATEAU) OAK	17.00	NP
1757	LIVE (PLATEAU) OAK	20.00	P
1758	LIVE (PLATEAU) OAK	24.00	P
1759	LIVE (PLATEAU) OAK	25.50	M-P
1760	LIVE (PLATEAU) OAK	28.00	H

TREE TABLE NOTES:

CLASS DESIGNATIONS ARE DETERMINED PER THE CITY OF AUSTIN DEVELOPMENT CODE BASED ON THE DIAMETER AND SPECIES OF TREE AND ARE FURTHER DESCRIBED BELOW.

NP = NOT PROTECTED TREE (MITIGATION NOT REQUIRED)

P = PROTECTED TREE (MITIGATION REQUIRED 1:1)

H = HERITAGE TREE (MITIGATION REQUIRED 2:1)

TREES DATA:

REMOVED DIA TOTAL = 0 IN
 REMAINING DIA TOTAL = 634 IN
 DIAMETER TOTAL = 634 IN
 PERCENTAGE TO REMAIN = 100%

- DEMOLITION NOTES:**
- INSTALL ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS IN ACCORDANCE WITH APPROVED SWPPP, PRIOR TO ANY DEMOLITION ACTIVITIES.
 - ANY TEMPORARY SPOILS STOCKPILE MUST BE LOCATED WITHIN THE PROJECT SITE. ALL EXCESS MATERIAL WILL BE DISPOSED OF OFF SITE. CONTRACTOR SHALL NOT DISPOSE OF SURPLUS MATERIAL FROM THE SITE WITHOUT NOTIFYING THE OWNER AND COUNTY 48 HOURS PRIOR TO THE REMOVAL. THIS NOTIFICATION SHALL INCLUDE THE DISPOSAL LOCATION.
 - ALL BARRICADES AND WARNING SIGNS SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND ARE GENERALLY LOCATED TO AFFORD MAXIMUM PROTECTION TO THE PUBLIC AS WELL AS CONSTRUCTION PERSONNEL AND EQUIPMENT AND TO ASSURE AN EXPEDITIOUS TRAFFIC FLOW AT ALL TIMES. DURING THE PROGRESS OF WORK, THE CONTRACTOR SHALL PROVIDE ACCESS FOR LOCAL TRAFFIC. NO WORK IN ACTIVE LANES OF TRAVEL WITHIN PUBLIC RIGHT OF WAY SHALL BE PERMITTED WITHOUT AN APPROVED TRAFFIC CONTROL PLAN.
 - ALL EXISTING PAVEMENT SHALL BE SAW CUT IN A CLEAN MANNER TO PROVIDE A CONSTRUCTION JOINT BETWEEN EXISTING AND PROPOSED PAVEMENT.
 - REMOVAL/ADJUSTMENT OF ANY CONFLICTS WITH EXISTING WATER, SEWER, TELEPHONE, GAS AND ELECTRIC SHOULD BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY. NO CONSTRUCTION SHALL BEGIN ON-SITE UNTIL A CONFERENCE IS HELD BETWEEN THE COUNTY, VARIOUS UTILITY REPRESENTATIVES AND CONTRACTOR REGARDING DEMOLITION AND UTILITY CONFLICTS.
 - CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF ANY AND ALL EXISTING STRUCTURES AND UTILITY RELOCATION AND DISCONNECTION WORK IDENTIFIED AS BEING NECESSARY TO CONSTRUCT THE PROJECT. CONTRACTOR SHALL COORDINATE WITH OWNER REGARDING SALVAGE AND/OR DISPOSAL OF ALL EXISTING STRUCTURES AND UTILITIES. DEMOLITION CONTRACTOR TO CONTACT LOCAL UTILITY AUTHORITY TO DISCONNECT, RELOCATE AND/OR CAP EXISTING UTILITIES INVOLVED IN DEMOLITION.
 - CONTRACTOR TO REMOVE ALL CONCRETE, PAVEMENT, CONCRETE CURBS, AND OTHER IMPROVEMENTS IDENTIFIED FOR REMOVAL FOR THE ENTIRE SITE.
 - CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE AND IDENTIFYING ANY ADDITIONAL ITEMS THAT ARE TO BE DEMOLISHED AND REMOVED AND TO INCLUDE THESE ITEMS AS PART OF THEIR BID.
 - TREES SPECIFIED FOR REMOVAL SHALL BE APPROVED BY THE OWNER PRIOR TO REMOVAL.
 - THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO IDENTIFY LOCATIONS TO PLACE LANDSCAPE ROCKS THAT ARE REQUIRED TO BE RELOCATED, WHETHER TEMPORARILY OR PERMANENTLY. THE LOCATIONS SHALL BE LIMITED TO THE SITE AND IMMEDIATELY SURROUNDING AREA.
 - REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.

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 Email: info@kceengineering.com
 REGISTRATION # F-000977



EXISTING CONDITIONS & DEMO PLAN
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS



D. Martin Stary
 May 07, 2024

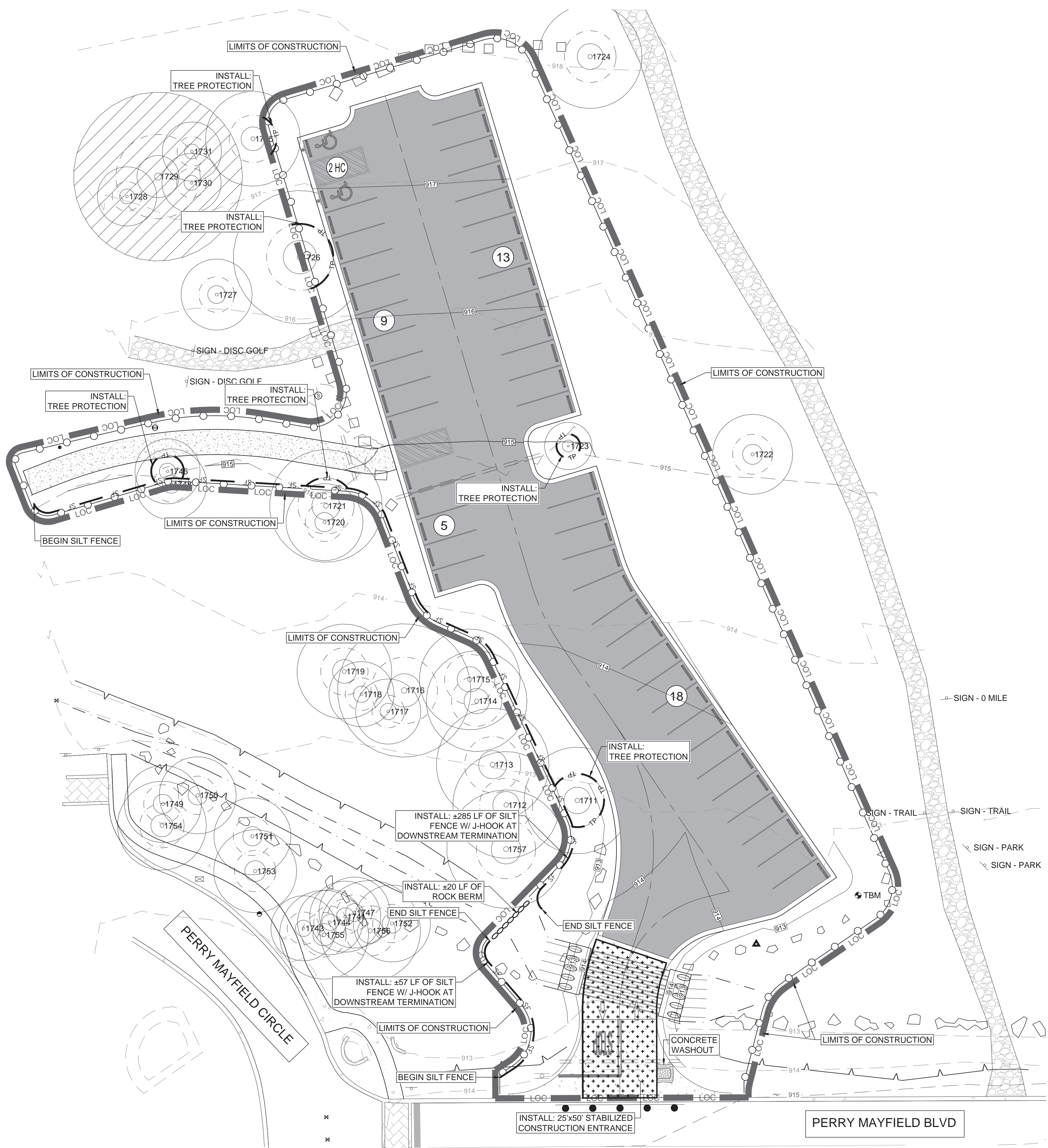
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Date:	Checked By:	Date	Remarks
Rev. No.	Date		



Know what's below.
 Call before you dig.

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Date: May 07, 2024, 8:35pm User ID: Martin
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LEGEND

- SF SILT FENCE
- ROCK BERM
- TP TREE PROTECTION
- CONCRETE WASHOUT PIT
- STABILIZED CONSTRUCTION ENTRANCE
- LOC LIMITS OF CONSTRUCTION

N

GRAPHIC SCALE

- SEQUENCE OF CONSTRUCTION**
1. INSTALL ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS IN ACCORDANCE WITH THIS PLAN.
 2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT SITE WORK PRE-CONSTRUCTION CONFERENCE BETWEEN THE COUNTY, CONSULTING ENGINEER, CONTRACTOR(S), UTILITY COMPANIES, AND OTHER AFFECTED PARTIES.
 3. PERFORM ROUGH SITE GRADING FOR ENTIRE SITE.
 4. INSTALL ALL UTILITIES AND APPURTENANCES IN ACCORDANCE WITH THE APPROVED PLANS.
 5. PERFORM FINAL SITE GRADING AND ESTABLISH STRUCTURES FOR PARKING AREAS, VEGETATIVE AREAS, AND DRAINAGE FEATURES.
 6. ESTABLISH BASE MATERIAL AND SURFACE FOR PAVED AREAS IN ACCORDANCE WITH THE LOCATIONS AND GRADES OF THESE APPROVED PLANS.
 7. PERFORM CLEAN UP FOR THE SITE AND REVEGETATE ALL DISTURBED AREAS IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
 8. REMOVE ALL SEDIMENT FROM SITE, RESTORE AND STABILIZE ANY DISTURBED AREAS.
 9. ONCE A MINIMUM OF 80% VEGETATION IS ESTABLISHED (OR AS REQUIRED BY THE PROJECT SPECIFICATIONS), WITH NO BARE AREAS EXCEEDING 16 SF, CONTACT ENGINEER AND COUNTY FOR INSPECTION.
 10. REMOVE ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS.

- EROSION CONTROL NOTES**
1. REVEGETATION FOR AREAS WITH SLOPES OF 3:1 (H:V) SHALL REQUIRE THE INSTALLATION OF EROSION CONTROL MATTING OR THROUGH INSTALLATION OF SOD. AREAS WITH SLOPES IN EXCESS OF 3:1 (H:V) SHALL REQUIRE RETAINING WALLS OR OTHER SLOPE STABILIZATION METHODS.
 2. AREAS LOCATED WITHIN THE LIMITS OF CONSTRUCTION MAY BE USED AS STAGING, STOCKPILE, AND SPOILS AREAS. AT THE DISCRETION OF THE INSPECTOR, ADDITIONAL SILT FENCING MAY BE REQUIRED AT THESE LOCATIONS.
 3. NO TREES SHALL BE PRUNED OR REMOVED WITHOUT PRIOR NOTIFICATION TO, AND APPROVAL FROM, THE OWNER.
 4. REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.
 5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO FILE, AT THE CONTRACTOR'S EXPENSE, ALL FORMS AND PAPERWORK REQUIRED BY THE TPDES GENERAL PERMIT TXR150000 GUIDELINES.
 6. CONCRETE WASHOUT LOCATION(S) TO BE FIELD VERIFIED ONCE CONSTRUCTION HAS BEGUN AND SHALL BE PROPERLY NOTED ON THE SITE MAP AT THAT TIME.
 7. MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
 8. ENVIRONMENTAL INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE IF NEEDED.
 9. J-HOOKS SHALL BE INSTALLED AT ALL DOWNSTREAM TERMINAL ENDS AND IN ALL AREAS WHERE THE SILT FENCE IS GREATER THAN 30' FROM THE CONTOURS.
 10. INSTALL ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS IN ACCORDANCE WITH THIS PLAN.

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EROSION CONTROL PLAN
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS



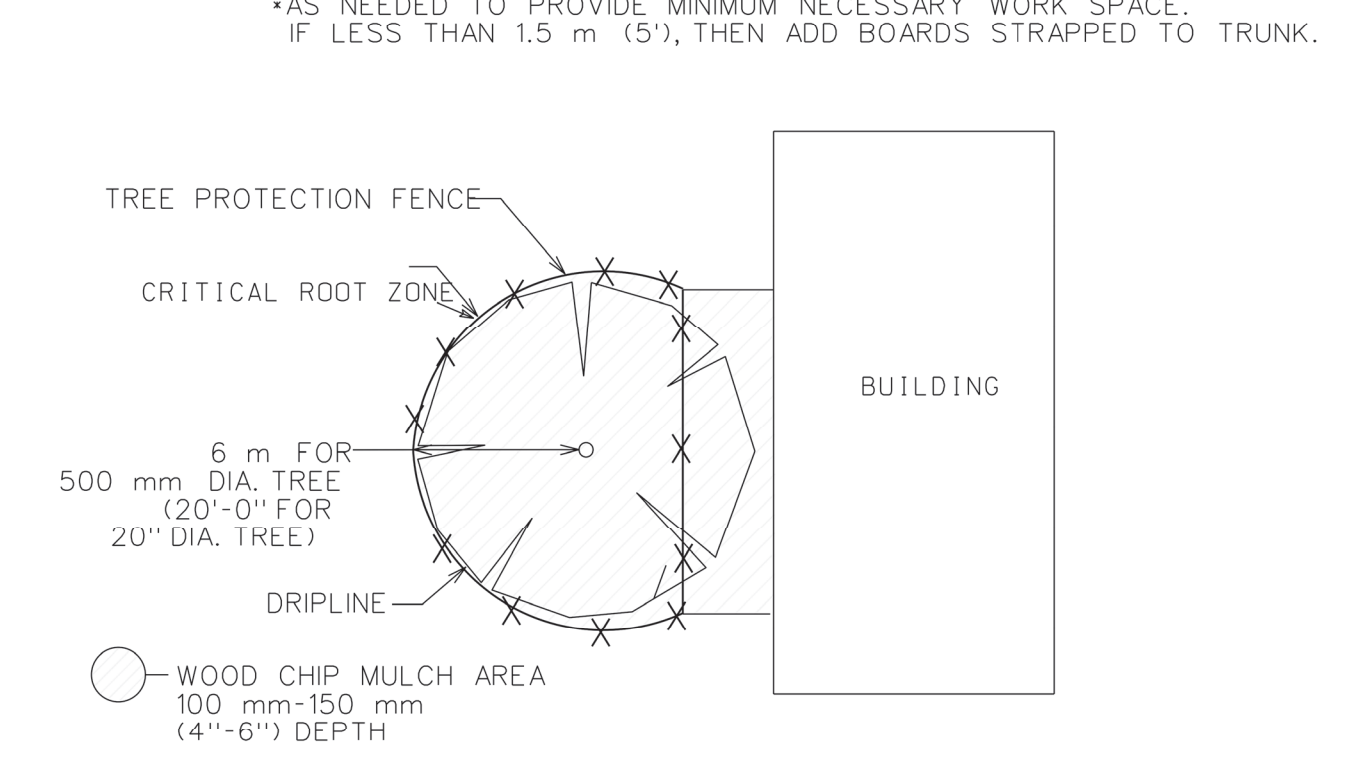
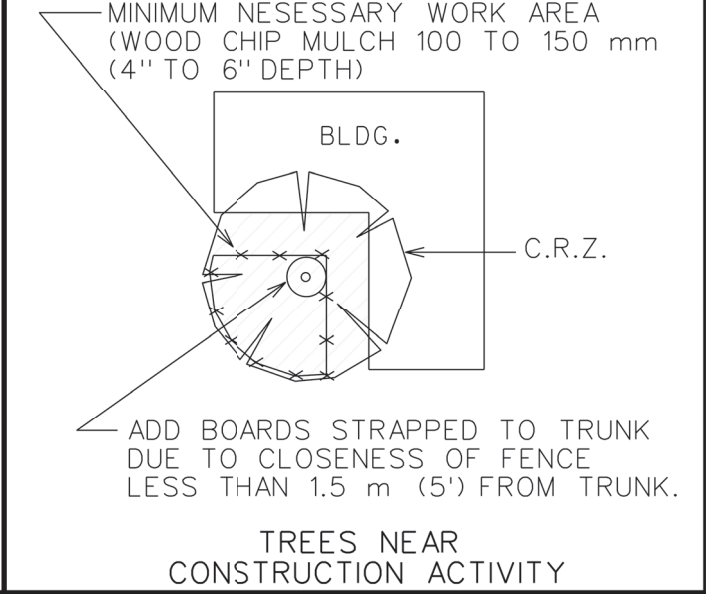
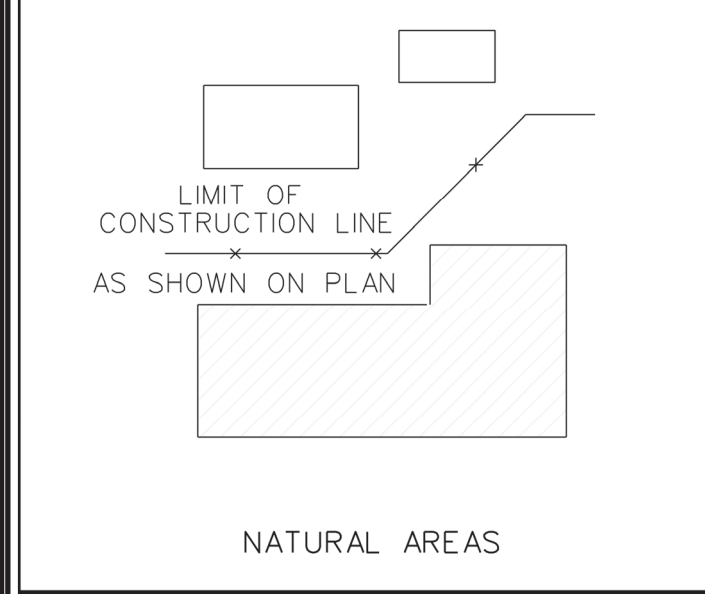
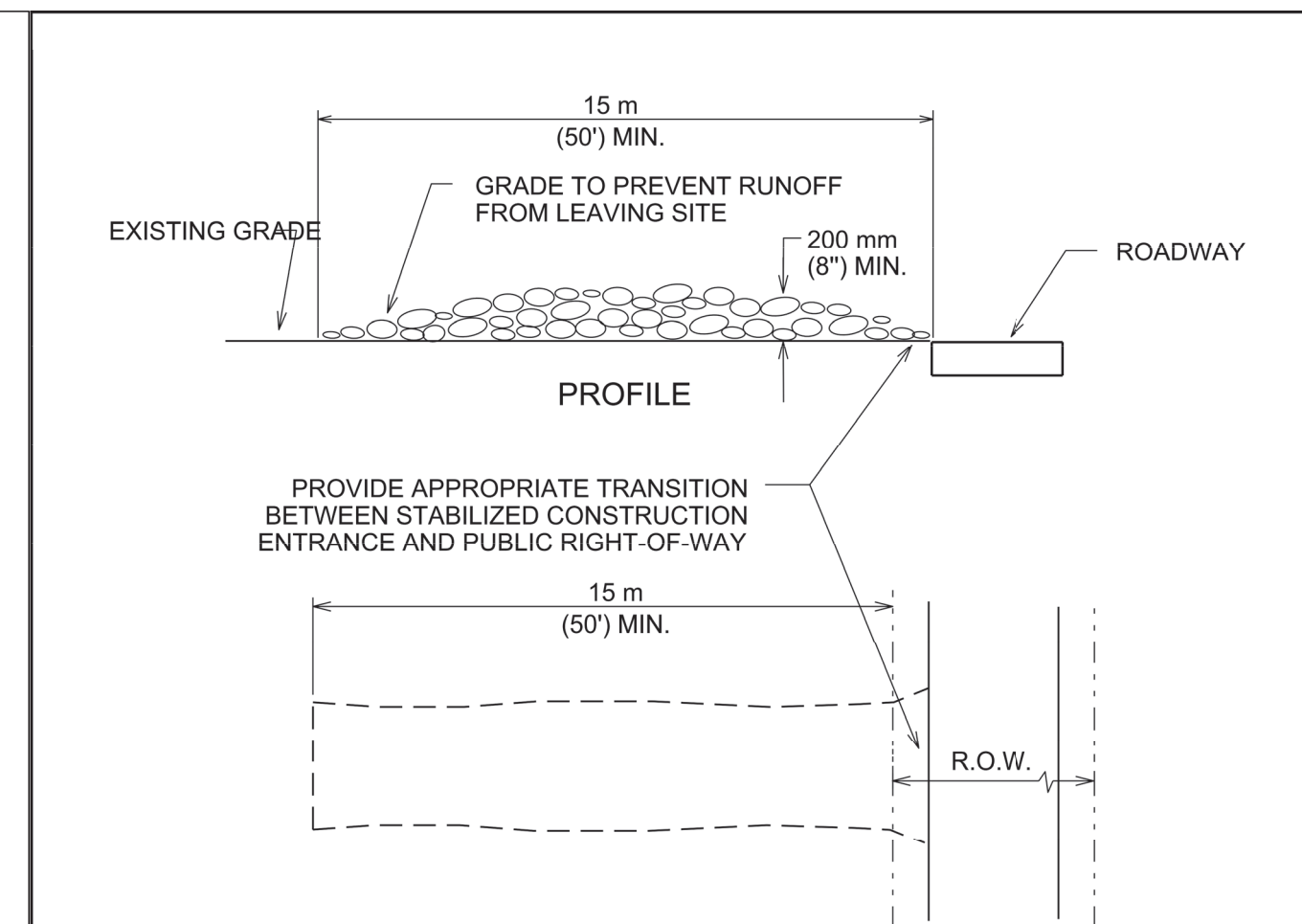
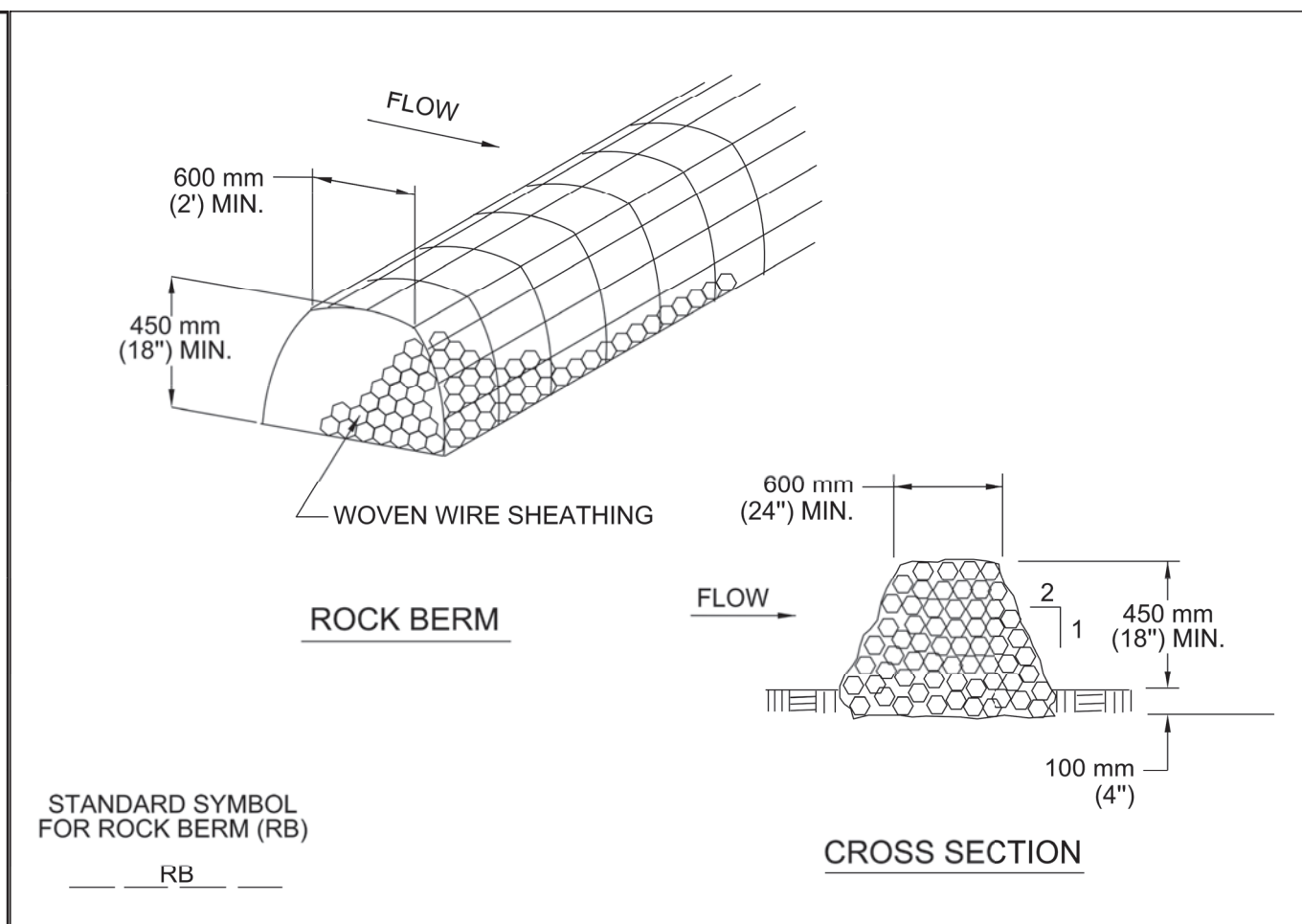
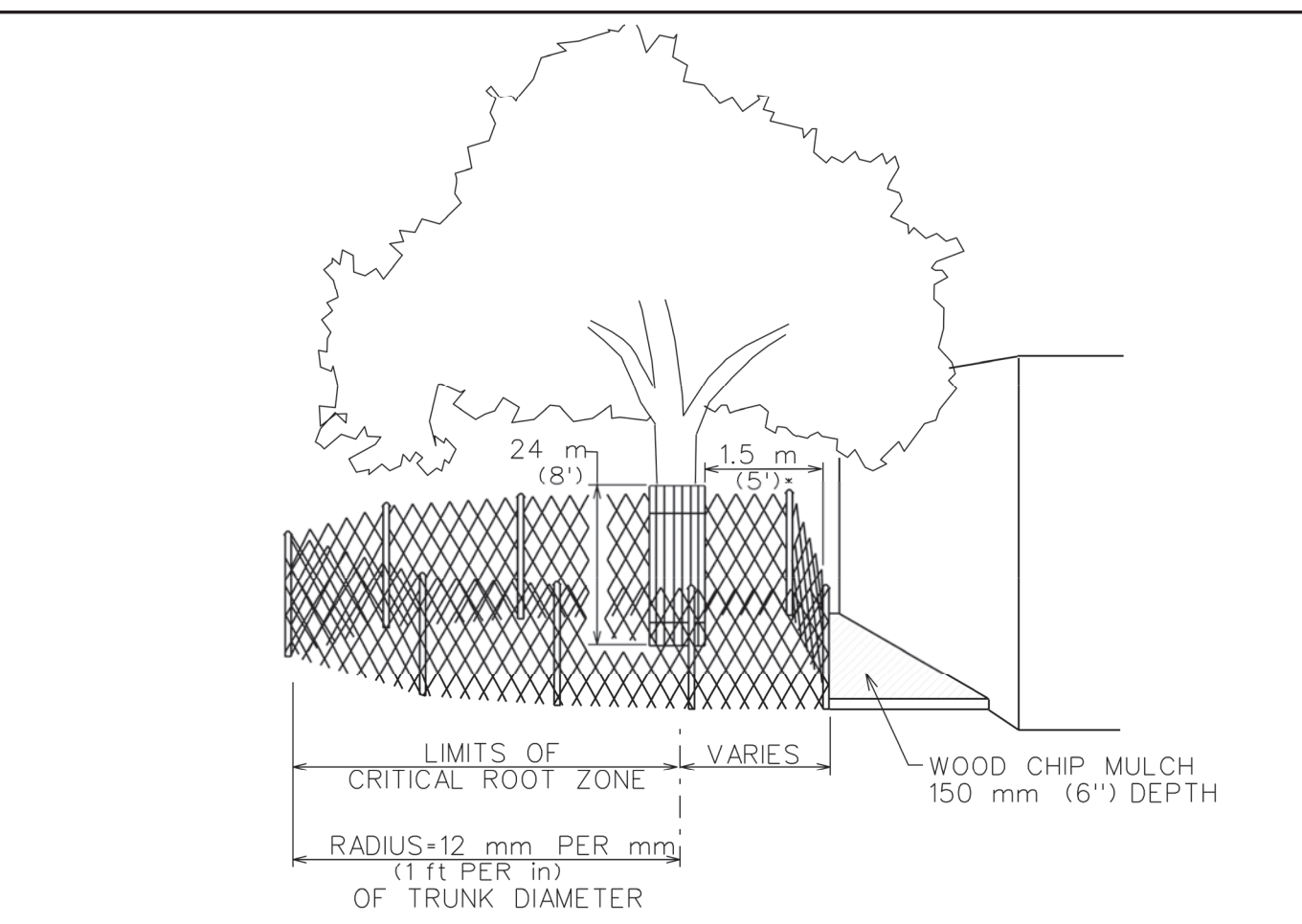
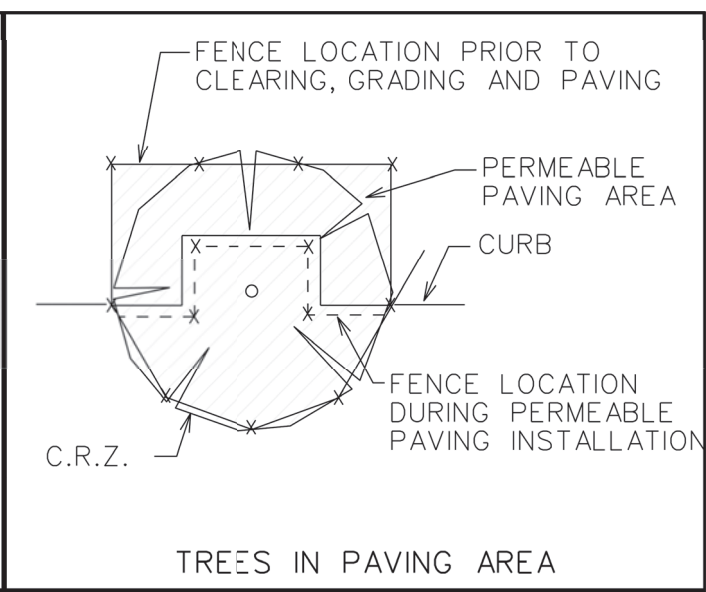
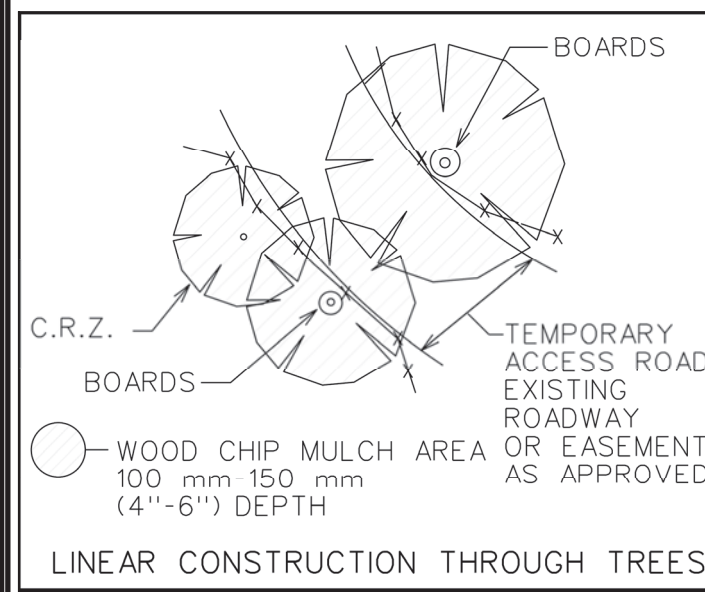
D. Martin Stary
 May 07, 2024

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Date:	Scale (Vert.):				
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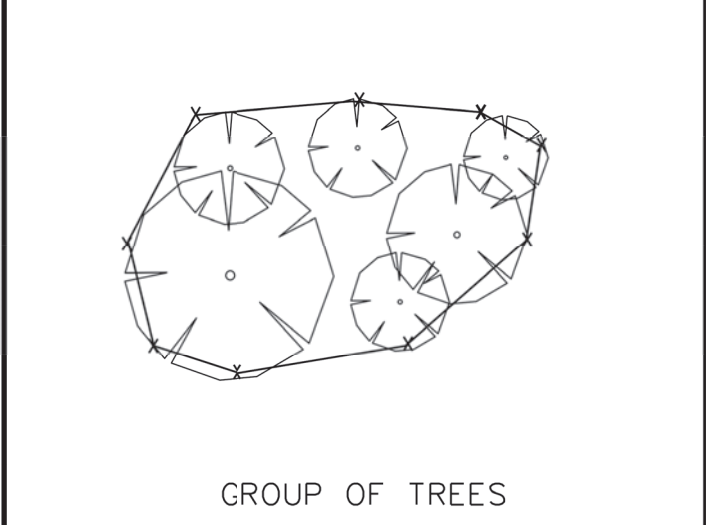
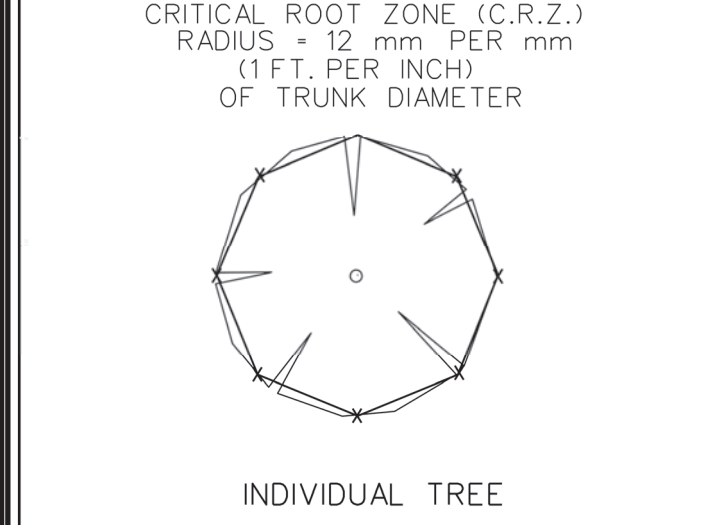
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NOTES:
 1. USE ONLY OPEN GRADED ROCK 75 TO 125 mm (3 TO 5") DIAMETER FOR ALL CONDITIONS.
 2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 25 mm (1") OPENING AND MINIMUM WIRE DIAMETER OF 12.9 mm (20 GAUGE).
 3. THE ROCK BERM SHALL BE INSPECTED DAILY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SEDIMENT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
 4. IF SEDIMENT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 150 mm (6"), WHICHEVER IS LESS, THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SEDIMENTATION PROBLEM.
 5. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

NOTES:
 1. STONE SIZE: 75-125 mm (3-5") OPEN GRADED ROCK.
 2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 15 m (50').
 3. THICKNESS: NOT LESS THAN 200 mm (8").
 4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
 5. WASHING: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
 6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS WILL REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENTS THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
 7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

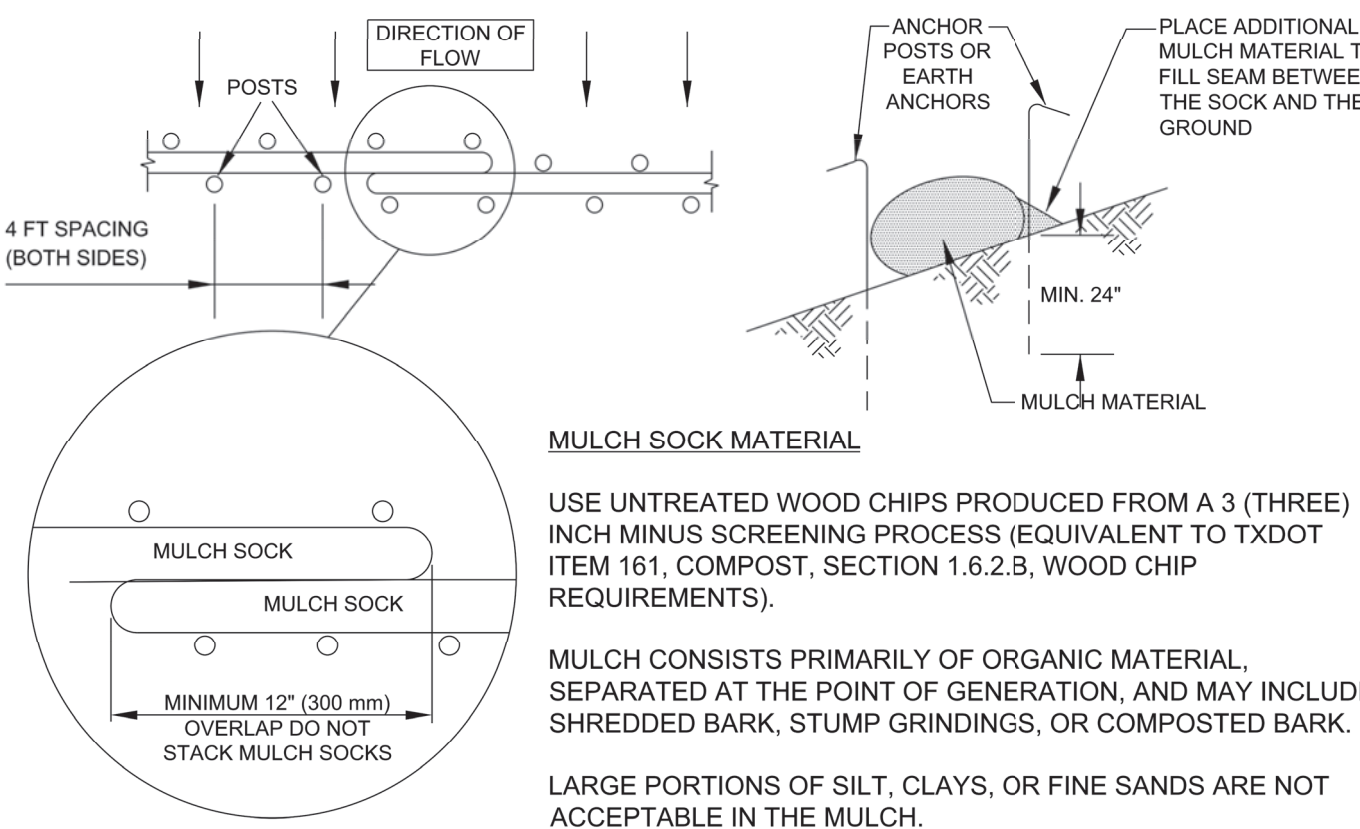
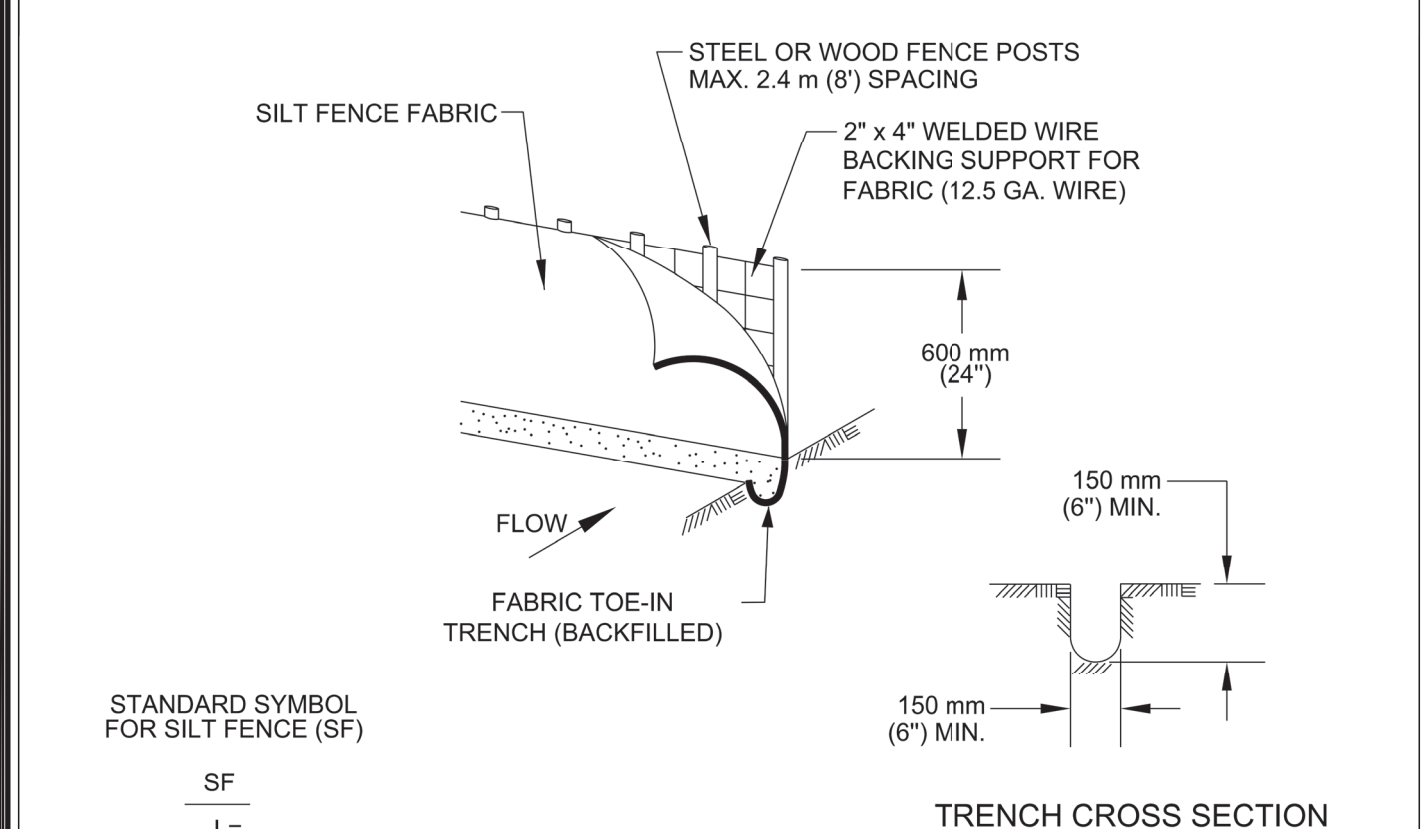


CITY OF AUSTIN
 WATERSHED PROTECTION DEPARTMENT
 RECORD COPY SIGNED BY J. PATRICK MURPHY 11/15/99 ADOPTED
 TREE PROTECTION FENCE LOCATIONS
 THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
 STANDARD NO. 610S-1

CITY OF AUSTIN
 WATERSHED PROTECTION DEPARTMENT
 RECORD COPY SIGNED BY J. PATRICK MURPHY 11/15/99 ADOPTED
 TREE PROTECTION FENCE MODIFIED TYPE A - CHAIN LINK
 THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
 STANDARD NO. 610S-4

CITY OF AUSTIN
 WATERSHED PROTECTION DEPARTMENT
 RECORD COPY SIGNED BY MORGAN BYARS 8/24/2010 ADOPTED
 ROCK BERM
 THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
 STANDARD NO. 639S-1

CITY OF AUSTIN
 WATERSHED PROTECTION DEPARTMENT
 RECORD COPY SIGNED BY J. PATRICK MURPHY 5/23/00 ADOPTED
 STABILIZED CONSTRUCTION ENTRANCE
 THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
 STANDARD NO. 641S-1



NOTES:
 1. STEEL OR WOOD POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 300 mm (12 INCHES). IF WOOD POSTS CANNOT ACHIEVE 300 mm (12 INCHES) DEPTH, USE STEEL POSTS. EARTH ANCHORS ARE ALSO ACCEPTABLE.
 2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
 3. THE TRENCH MUST BE A MINIMUM OF 150 mm (6 INCHES) DEEP AND 150 mm (6 INCHES) WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
 4. SILT FENCE FABRIC SHOULD BE SECURELY FASTENED TO EACH STEEL OR WOOD SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL OR WOOD FENCE POST.
 5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
 6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
 7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6 INCHES). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

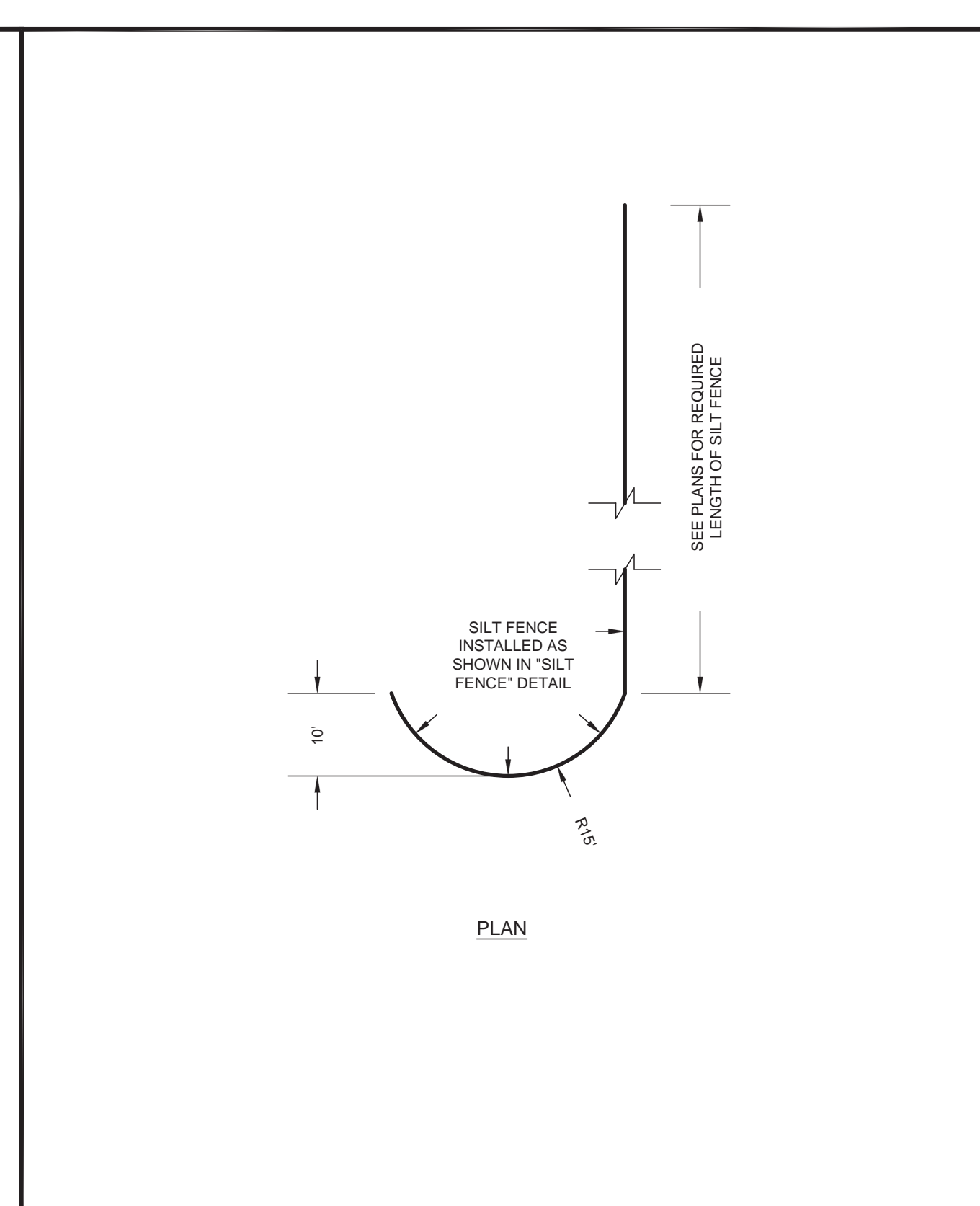
NOTES:
 1. STEEL OR WOOD POSTS WHICH SUPPORT THE MULCH SOCK SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 600mm (24 inches). IF WOOD POSTS CANNOT ACHIEVE 600mm (24 inches) DEPTH, USE STEEL POSTS. EARTH ANCHORS ARE ALSO ACCEPTABLE.
 2. THE TOE OF THE MULCH SOCK SHALL BE PLACED SO THAT THE MULCH SOCK IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. IN ORDER TO PREVENT WATER FROM FLOWING BETWEEN THE JOINTS OF ADJACENT ENDS OF MULCH SOCKS, LAP THE ENDS OF ADJACENT MULCH SOCKS A MINIMUM OF 300mm (12 inches).
 3. MULCH MATERIAL MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH; IT IS NOT ACCEPTABLE FOR THE MULCH MATERIAL TO CONTAIN GROUND CONSTRUCTION DEBRIS, BIOSOLIDS, OR MANURE.
 4. SOCK MATERIAL WILL BE 100% BIODEGRADABLE, PHOTODEGRADABLE, OR RECYCLABLE SUCH AS BURLAP, TWINE, UV PHOTOBIODEGRADABLE PLASTIC, POLYESTER, OR ANY OTHER ACCEPTABLE MATERIAL.
 5. MULCH SOCKS SHOULD BE USED AT THE BASE OF SLOPES NO STEEPER THAN 2:1 AND SHOULD NOT EXCEED THE MAXIMUM SPACING CRITERIA PROVIDED IN CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL TABLE 1.4.5.F.1 FOR A GIVEN SLOPE CATEGORY.
 6. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150mm (6 inches). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

CITY OF AUSTIN
 WATERSHED PROTECTION DEPARTMENT
 RECORD COPY SIGNED BY MORGAN BYARS 09/01/2011 ADOPTED
 SILT FENCE
 THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
 STANDARD NO. 642S-1

CITY OF AUSTIN
 WATERSHED PROTECTION DEPARTMENT
 RECORD COPY SIGNED BY MORGAN BYARS 08/24/2010 ADOPTED
 MULCH SOCK
 THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
 STANDARD NO. 648S-1

Guidelines for Selection of Temporary Erosion and Sedimentation Controls

CONTROL TYPE	APPLICATION	DRAINAGE AREA	SLOPE	SPACING
SILT FENCE (Interior)	Areas of sheet flow or very minor channel flow	2 Acres	<20%	200 ft.
SILT FENCE (Perimeter)	Downslope borders of site, upslope border if necessary to divert offsite drainage	N/A	N/A	200 ft.
TRIANGULAR FILTER DIKE	Areas within site requiring frequent vehicular access	1 Acre	<10%	N/A
ROCK BERM	Drainage swales and ditches within and below site	5 Acres	<30%	150 ft.
HIGH SERVICE ROCK BERM	Near critical features, high flow areas within and below site	5 Acres	<30%	150 ft.
INLET PROTECTION	Storm sewer inlets receiving drainage	N/A	N/A	N/A
SEDIMENT BASIN	Appropriate for large disturbed areas	5-100 Acres	N/A	N/A
CONSTRUCTION EXIT	Should be used at all designated access points	N/A	N/A	N/A
CONCRETE WASHOUT	Use on all concrete pouring operations	N/A	N/A	N/A



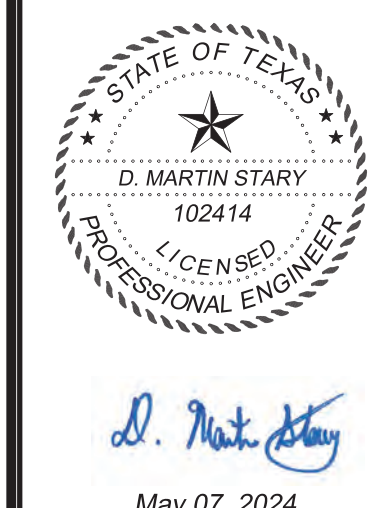
TEMPORARY EROSION AND SEDIMENTATION GUIDELINES
 Detail No. EC 1

J-HOOK DETAIL
 Detail No. EC 3

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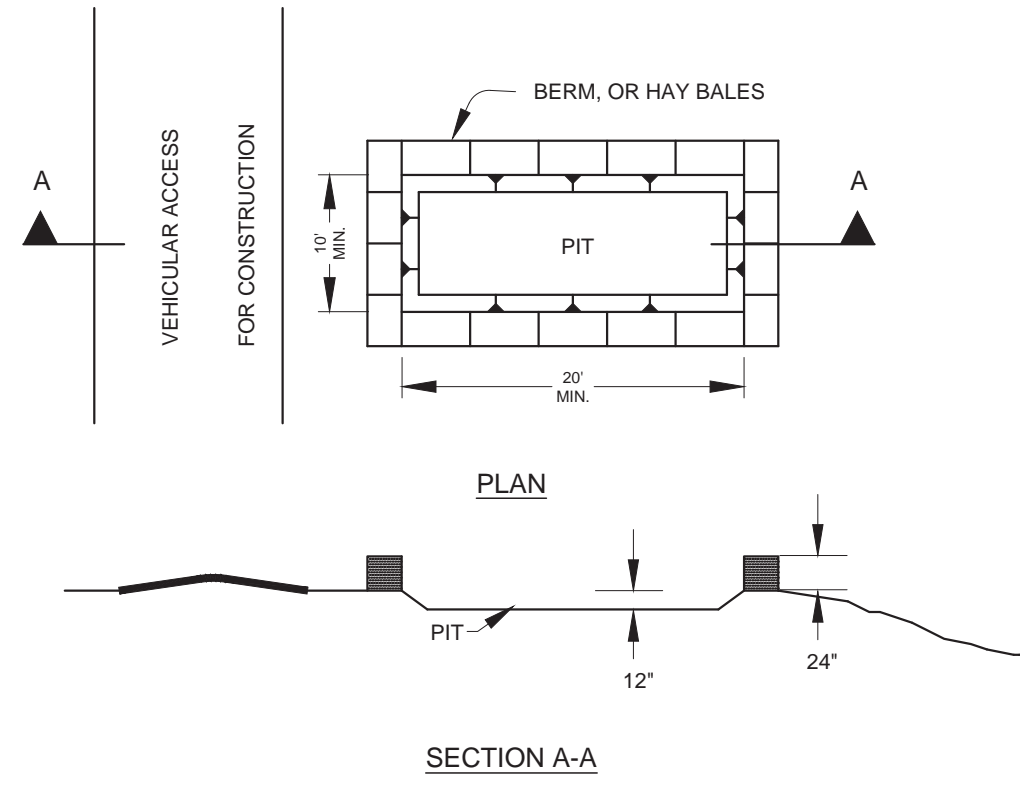
EROSION CONTROL DETAILS
 (1 OF 2)
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS



May 07, 2024

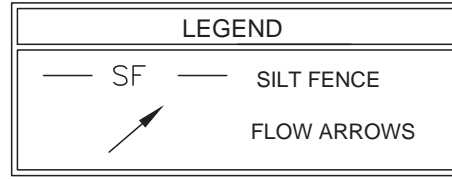
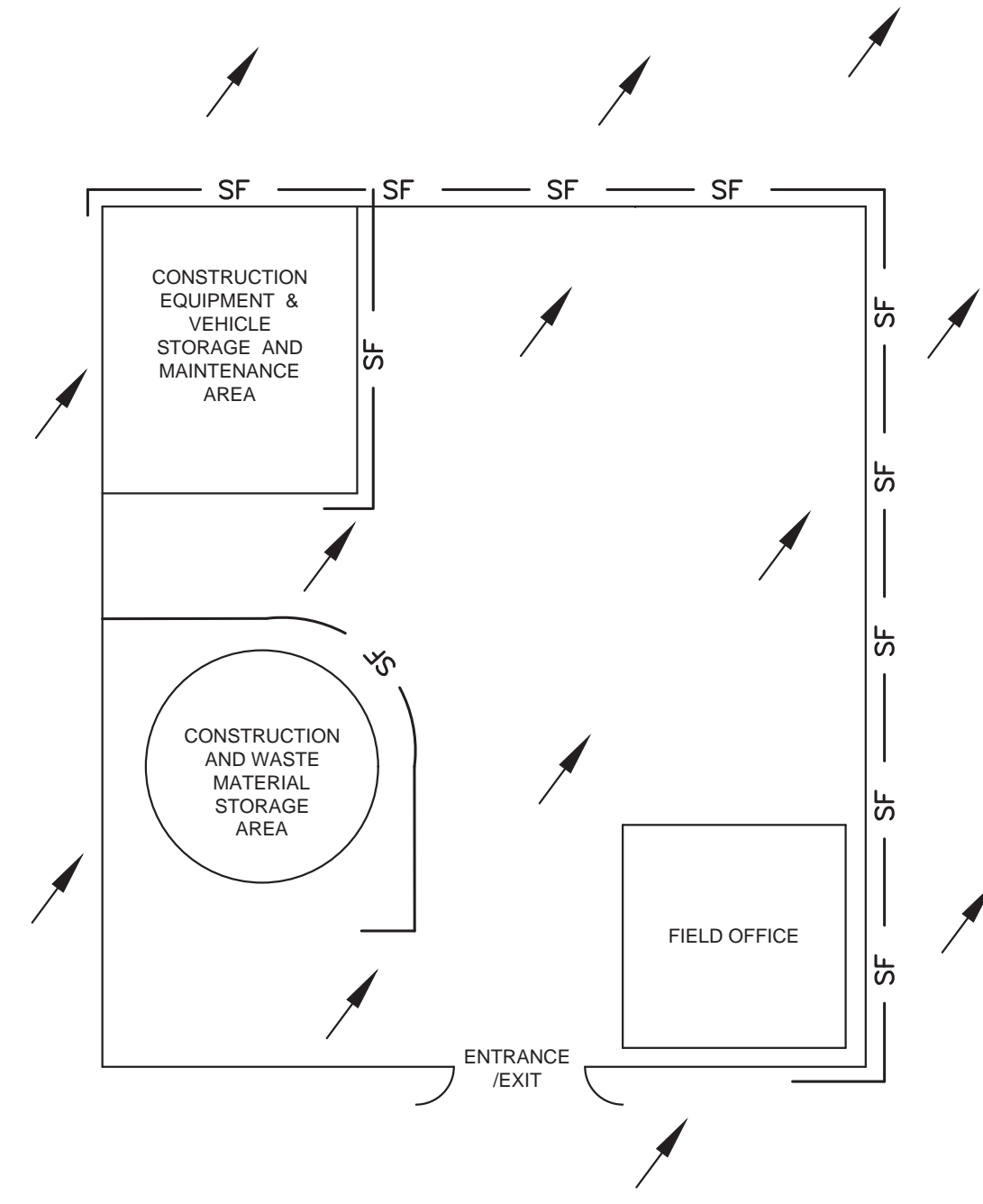
Job No. 23-284	Scale (Hor.):	Scale (Ver.):	Drawn By:	Remarks:
Date:	Checked By:	Date:	Date:	
Rev. No.				

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CONCRETE WASHOUTS

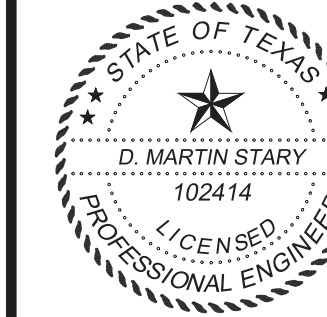
Detail No.
EC 11



CONSTRUCTION STAGING AREA

Detail No.
EC 12

EROSION CONTROL DETAILS
 (2 OF 2)
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS



D. Martin Stary
 May 07, 2024

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SITE SUMMARY CONDITIONS

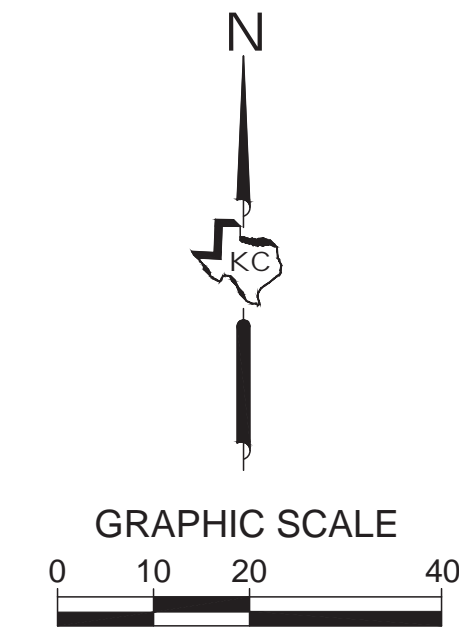
Existing Condition:

Drainage Area ID	¹ Buildings (ft ²)	¹ Drives/Parking (ft ²)	¹ Trails (ft ²)	Total Impervious Area (ft ²)	Total Area (ft ²)	¹ Impervious Cover (%)
DA-Site	0	20,720	1,547	22,267	70,786	31.46%

Proposed Condition:

Drainage Area ID	¹ Buildings (ft ²)	¹ Drives/Parking (ft ²)	¹ Trails (ft ²)	Total Impervious Area (ft ²)	Total Area (ft ²)	¹ Impervious Cover (%)
DA-Site	0	18,304	1,599	19,904	70,786	28.12%

¹The impervious cover for the site is based on available survey data within the limits of the parking lot and adjoining trails.



KEYED NOTES

1	INSTALL HANDICAP PARKING SIGNS & STRIPING PER DETAIL (TYP.)
2	INSTALL YELLOW CROSS HATCH STRIPING (THERMOPLASTIC) (TYP.)
3	INSTALL 4" WIDE YELLOW STRIPING (THERMOPLASTIC) (TYP.)
4	CONSTRUCT 8.5" WIDTH CONCRETE SIDEWALK PER DETAIL (TYP.)
5	INSTALL TEMPORARY TRAFFIC BARRICADES (TYPE III) WITH FOOTINGS (PORTABLE)
6	INSTALL CONCRETE WHEELSTOPS PER DETAIL (TYP.)
7	INSTALL CONCRETE RIBBON CURB PER DETAIL (TYP.)
8	INSTALL ASPHALT PAVEMENT PER PAVING PLAN AND DETAILS
9	INSTALL CONCRETE PAVEMENT PER PAVING PLAN AND DETAILS
10	LANDSCAPE ROCKS TO BE TEMPORARILY RELOCATED AS REQUIRED AND RESET (TYP.)
11	INSTALL 18" WIDE STOP BAR - WHITE WITH BLACK INSET/BORDER (THERMOPLASTIC)
12	INSTALL STOP SIGN
13	INSTALL WORD "STOP" - WHITE WITH BLACK INSET/BORDER (THERMOPLASTIC)
14	INSTALL DIRECTIONAL TRAFFIC ARROWS (THERMOPLASTIC)
15	INSTALL SLOPED END TREATMENTS PER STORM SEWER PLAN AND DETAILS (TYP.)
16	INSTALL CULVERT PER STORM SEWER PLAN AND DETAILS (TYP.)
17	INSTALL 3" SCH. 40 PVC SLEEVE (SEE NOTE 10)
18	PERFORM CULVERT GRADING (REFER TO GRADING PLAN FOR ELEVATIONS)
19	INSTALL TEMPORARY SECURITY FENCE PANELS (SEE NOTES 11 - 12)
#	PARKING SPACE COUNTER

PARKING SUMMARY

PARKING SPACES	45
VAN ACCESSIBLE SPACES	2
OTHER HANDICAP SPACES	0
TOTAL SPACES	47

NOTES:

- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES TO LOCATE EXISTING FACILITIES.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT A SITE WORK PRE-CONSTRUCTION CONFERENCE BETWEEN THE COUNTY, CONSULTING ENGINEER, CONTRACTOR(S), UTILITY COMPANIES AND ANY OTHER AFFECTED PARTIES.
- ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. COPIES OF OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 903 SAN JACINTO, RM 319, AUSTIN, TEXAS, 78701.
- NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS, AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC, SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND MAINTAINED AT ALL TIMES (24 HRS. PER DAY) DURING THE CONSTRUCTION PROCESS. NO OPEN TRENCHES OR UNPROTECTED EXCAVATION PITS SHALL BE PERMITTED AT THE END OF EACH WORK DAY.
- THE INFORMATION CONTAINED ON THESE DRAWINGS IN REGARDS TO EXISTING UTILITIES, TOPOGRAPHY, CONTOURS, HYDROGRAPHY, OR SUBSURFACE CONDITIONS IS FURNISHED SOLELY AS THE INFORMATION AVAILABLE AT THIS TIME. ITS ACCURACY IS NOT GUARANTEED AND ITS USE IN NO WAY RELIEVES THE CONTRACTOR OF ANY RESPONSIBILITY FOR DAMAGES DUE TO ANY INACCURACIES.
- THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING FACILITIES FROM DAMAGE AND COST OF REPAIR TO EXISTING FACILITIES AND IMPROVEMENTS AS A RESULT OF CONTRACTOR'S WORK. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OFFICES PRIOR TO STARTING WORK AND SHALL COORDINATE THEIR WORK WITH THE UTILITY OFFICES.
- DURING CONSTRUCTION, THE OWNER MAY ELECT TO PROVIDE A CONSTRUCTION MATERIALS TESTING FIRM TO PERFORM MATERIALS TESTING DURING THE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE A MINIMUM 24 HOURS NOTICE TO THE OWNER AND/OR THE TESTING FIRM FOR ALL REQUIRED TESTING.
- THE CONTRACTOR SHALL KEEP THE COMPLETE APPROVED SET OF PLANS ON SITE AT ALL TIMES. THE CONTRACTOR SHALL REDLINE THE ACTUAL LOCATIONS AND DIMENSIONS (VERTICAL AND HORIZONTAL) OF UTILITIES, STRUCTURES, SERVICES, AND OTHER DETAILS DIFFERING FROM OR NOT SHOWN ON THE ORIGINAL DRAWINGS. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL SUBMIT THE RECORD DRAWINGS TO THE ENGINEER OF RECORD.
- CONTRACTOR SHALL INSTALL TWO (2) 3" SCHEDULE 40 PVC SLEEVES AT EACH LOCATION SHOWN. SLEEVES SHALL BE INSTALLED WITH 36" OF COVER AND EACH SLEEVE SHALL INCLUDE A CAP ON BOTH ENDS. CAPS SHALL BE LOOSE AND NOT GLUED. UPON COMPLETION OF INSTALLATION, AND BEFORE BACKFILLING, THE CONTRACTOR SHALL HAVE THE COORDINATES OF EACH CAP LOCATED HORIZONTALLY AND VERTICALLY FOR INCLUSION IN THE AS-BUILT DRAWINGS. THE COORDINATE SYSTEM AND VERTICAL DATUM SHALL BE CONSISTENT WITH THOSE USED IN THE CONSTRUCTION PLANS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY SECURITY FENCE PANELS FOR THE DURATION OF THE PROJECT, OR UNTIL THE OWNER DIRECTS THE CONTRACTOR TO REMOVE THEM.
- SECURITY FENCE PANELS SHALL CONSIST OF:
 - 12" WIDE X 6' TALL CHAIN LINK FENCE PANELS
 - PERIMETER OF THE PANEL SHALL CONSIST OF GALVANIZED 16 GAUGE 1-3/8" PIPE WITH MINIMUM OF ONE ADDITIONAL VERTICAL SUPPORT
 - CHAIN LINK MESH SHALL CONSIST OF 2-3/8" X 11.5 GAUGE ZINC COATED MESH
 - BASE STANDS CONSISTING OF 16" WIDE X 36" LONG 1-3/8" GALVANIZED TUBING ANCHORED WITH SAND BAGS.
- REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.

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SITE PLAN
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS

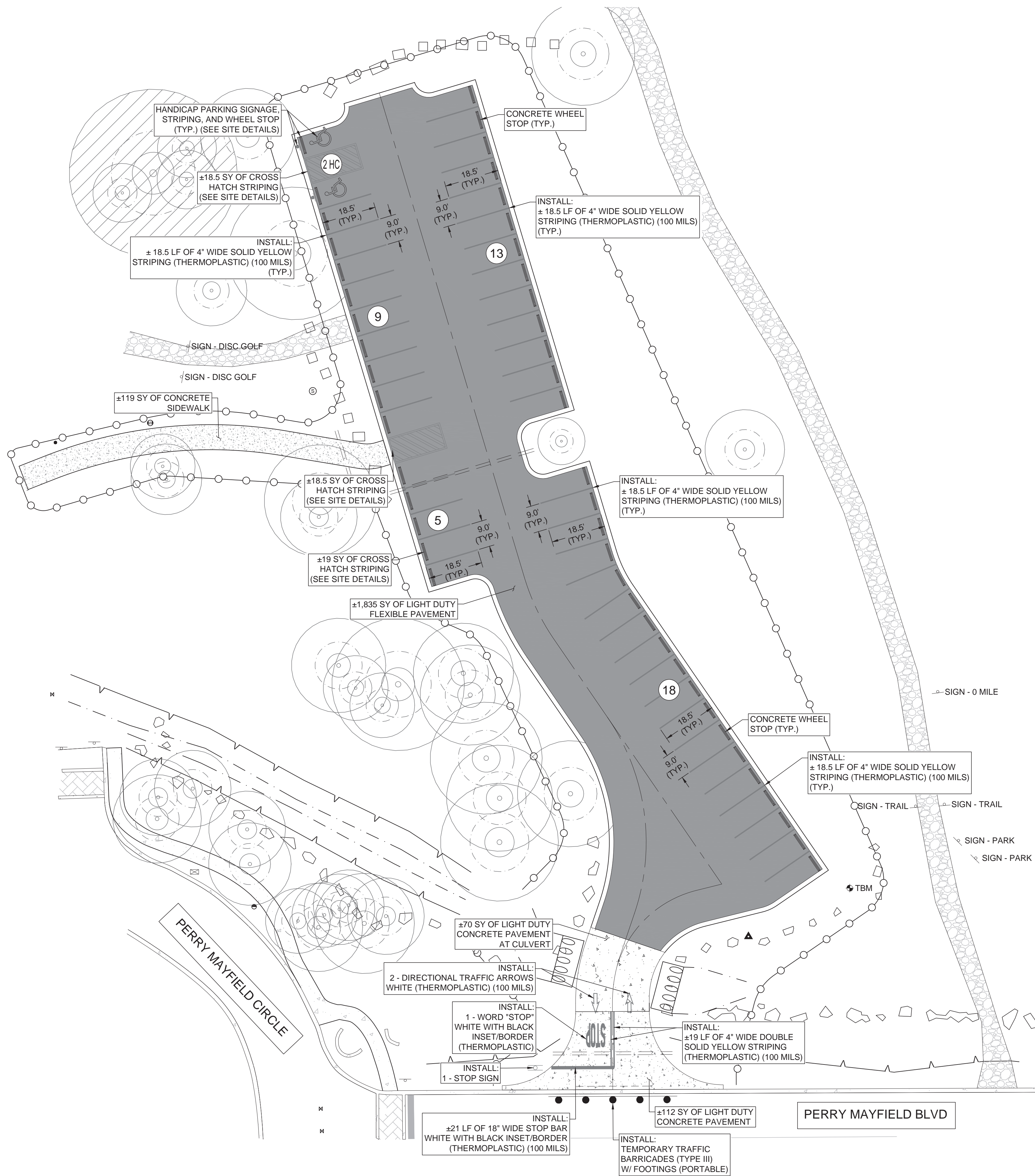


D. Martin Stary
 May 07, 2024

Job No.	Scale (Hor.)	Scale (Vert.)	Checked By:	Drawn By:	Remarks
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Date:			Date	Date	
Rev. No.					

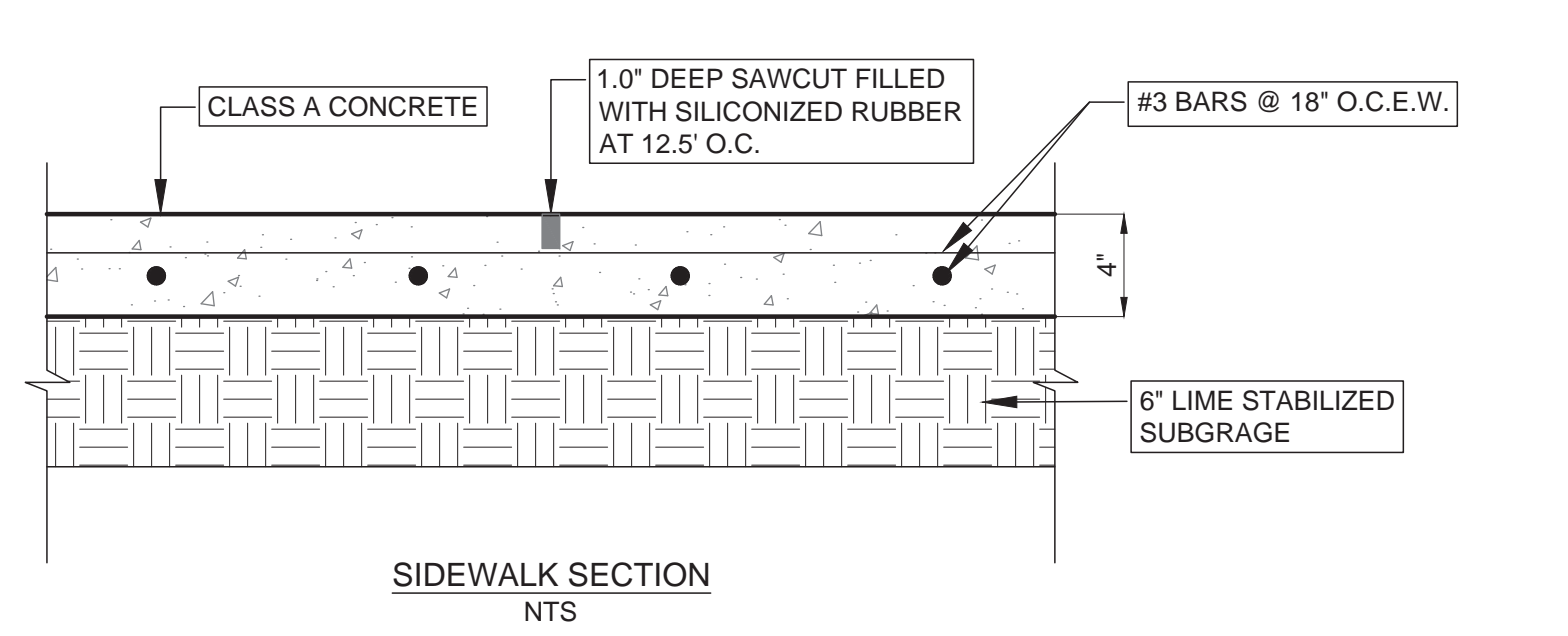
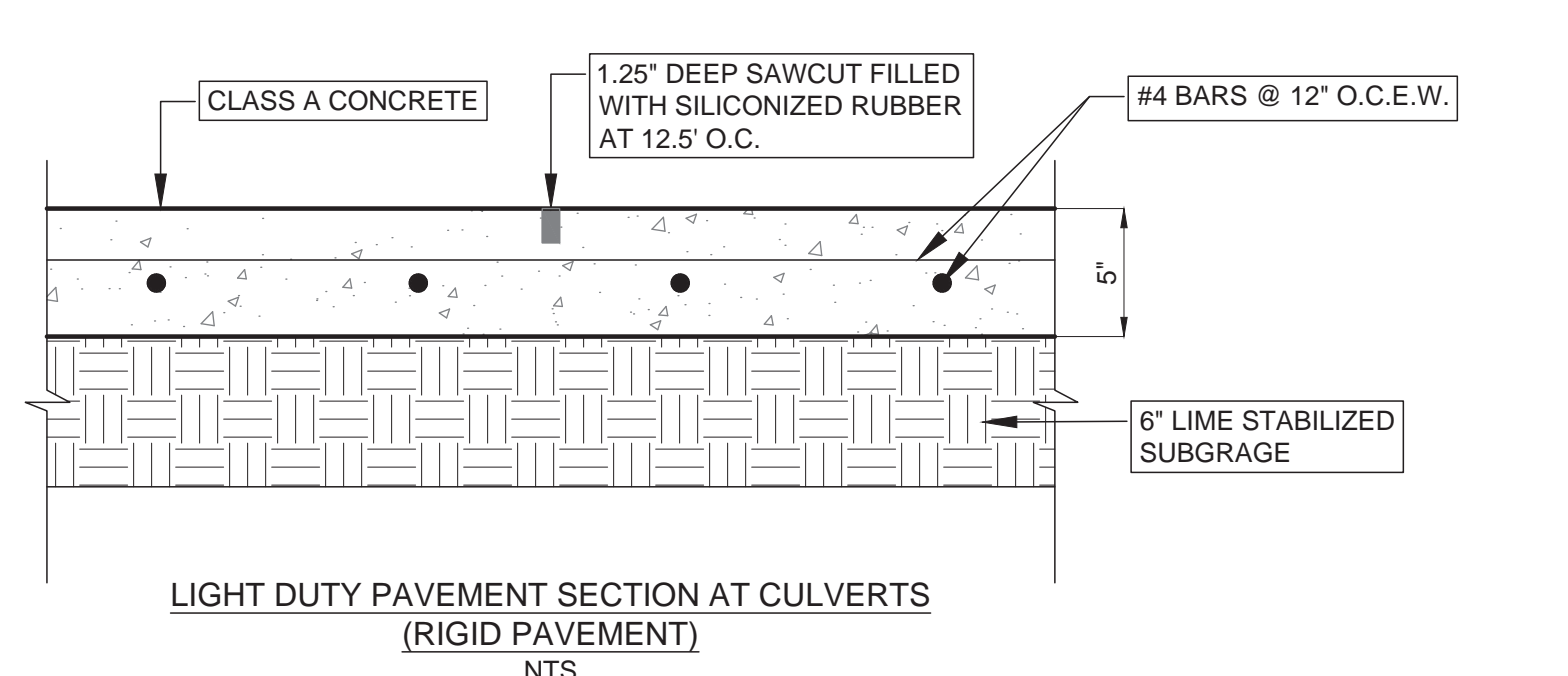
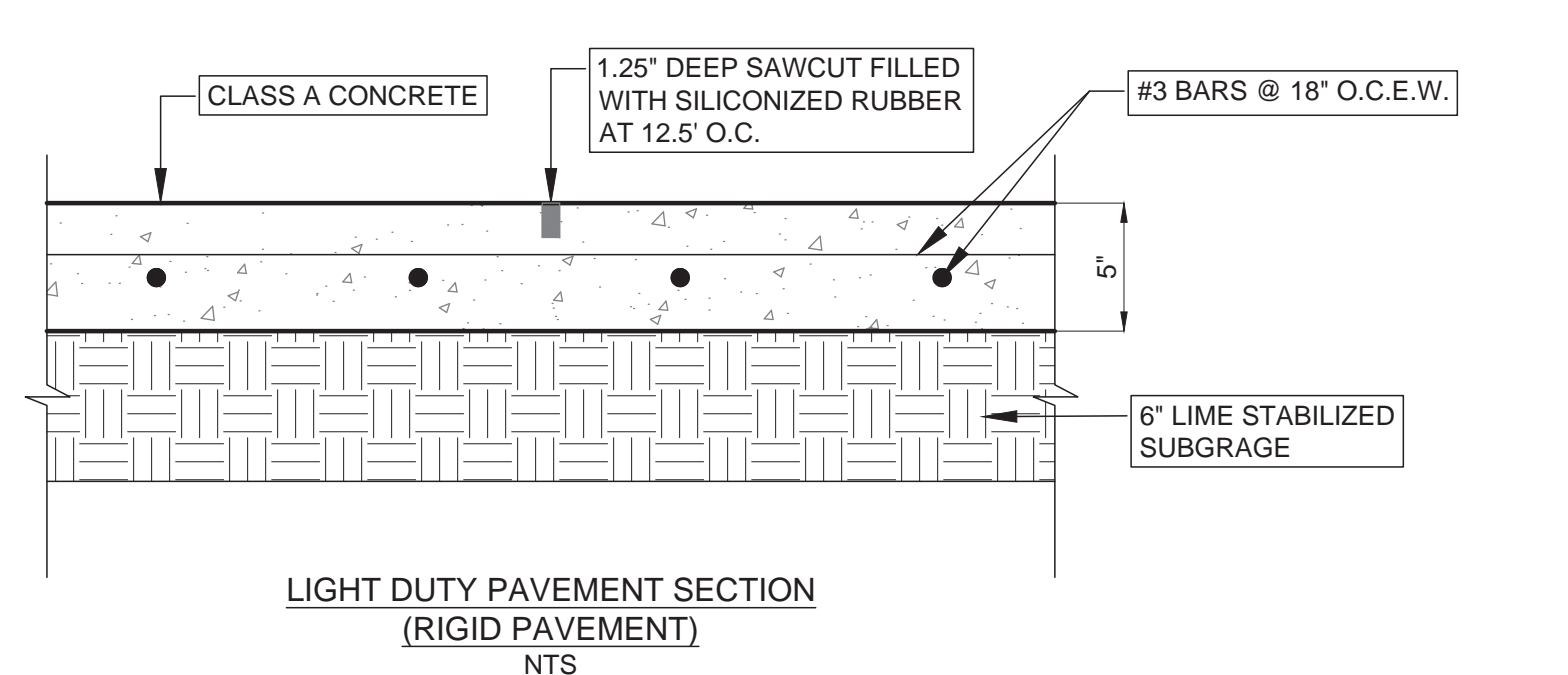
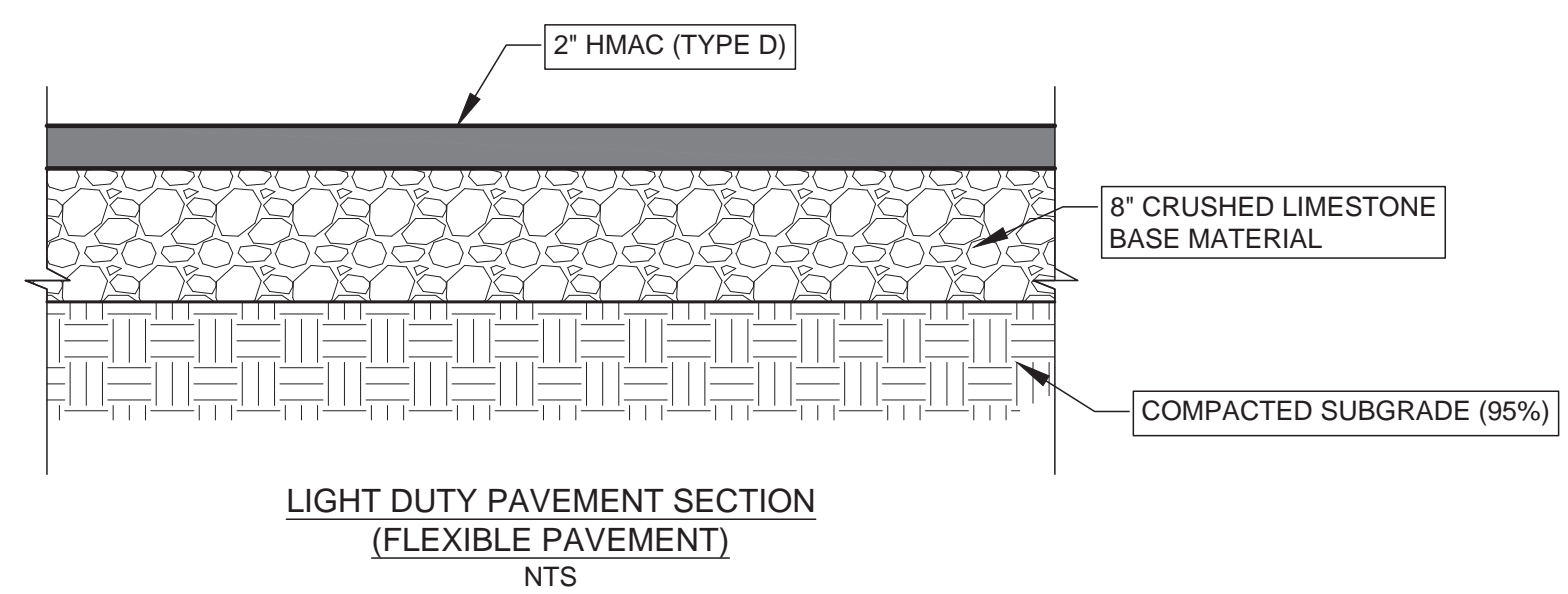
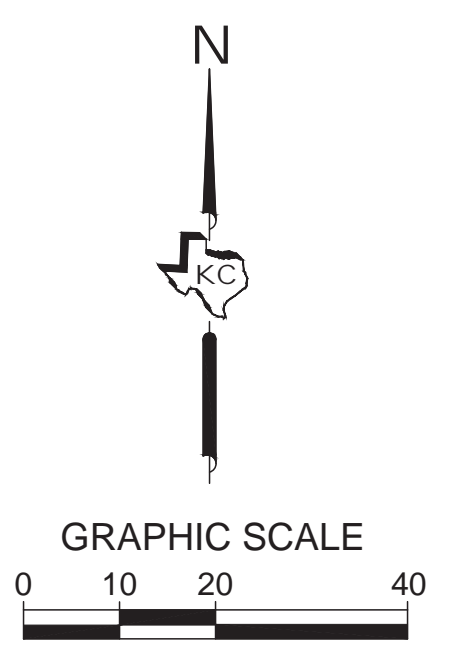
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Date: May 07, 2024, 8:39pm User ID: Martin
 File: K:\23-284 Williamson County Southwest Regional Park\Design\PLAN SHEETS\4.2 STRIPING & PAVING PLAN.dwg



LEGEND

[Pattern]	LIGHT DUTY PAVEMENT (FLEXIBLE) (±1,897 SY TOTAL)
[Pattern]	LIGHT DUTY PAVEMENT (RIGID) AT CULVERT (±70 SY TOTAL)
[Pattern]	LIGHT DUTY PAVEMENT (RIGID) (±112 SY TOTAL)
[Pattern]	SIDEWALKS (±119 SY TOTAL)



- PAVING NOTES:**
- BASE MATERIAL SHALL EXTEND A MINIMUM OF 18" BEHIND CURB LINES.
 - CONCRETE CONTROL JOINTS SHALL BE LOCATED AT 12.5' O.C., AT POINT OF CURVATURES, AT POINT OF TERMINATIONS, AND AT MIDPOINTS OF CURVES.
 - REFER TO GEOTECHNICAL ENGINEERING REPORT ENTITLED: GEOTECHNICAL ENGINEERING STUDY - R1 SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK WILLIAMSON COUNTY, GESSNER ENGINEERING JOB NO. 20-0475 PREPARED BY MICHAEL C. FUCINARI, P.E. 127084 DATED SEPTEMBER 8, 2020 FOR PAVEMENT DESIGN AND PAVEMENT CONSTRUCTION SPECIFICATIONS, AS WELL AS THE ADDENDUM ISSUED FOR RIDGE PAVEMENT SECTIONS: GESSNER ENGINEERING JOB NO. 23-0903 PREPARED BY PRASHANT M. PATIL, P.E. 146403 DATED MARCH 15, 2024.



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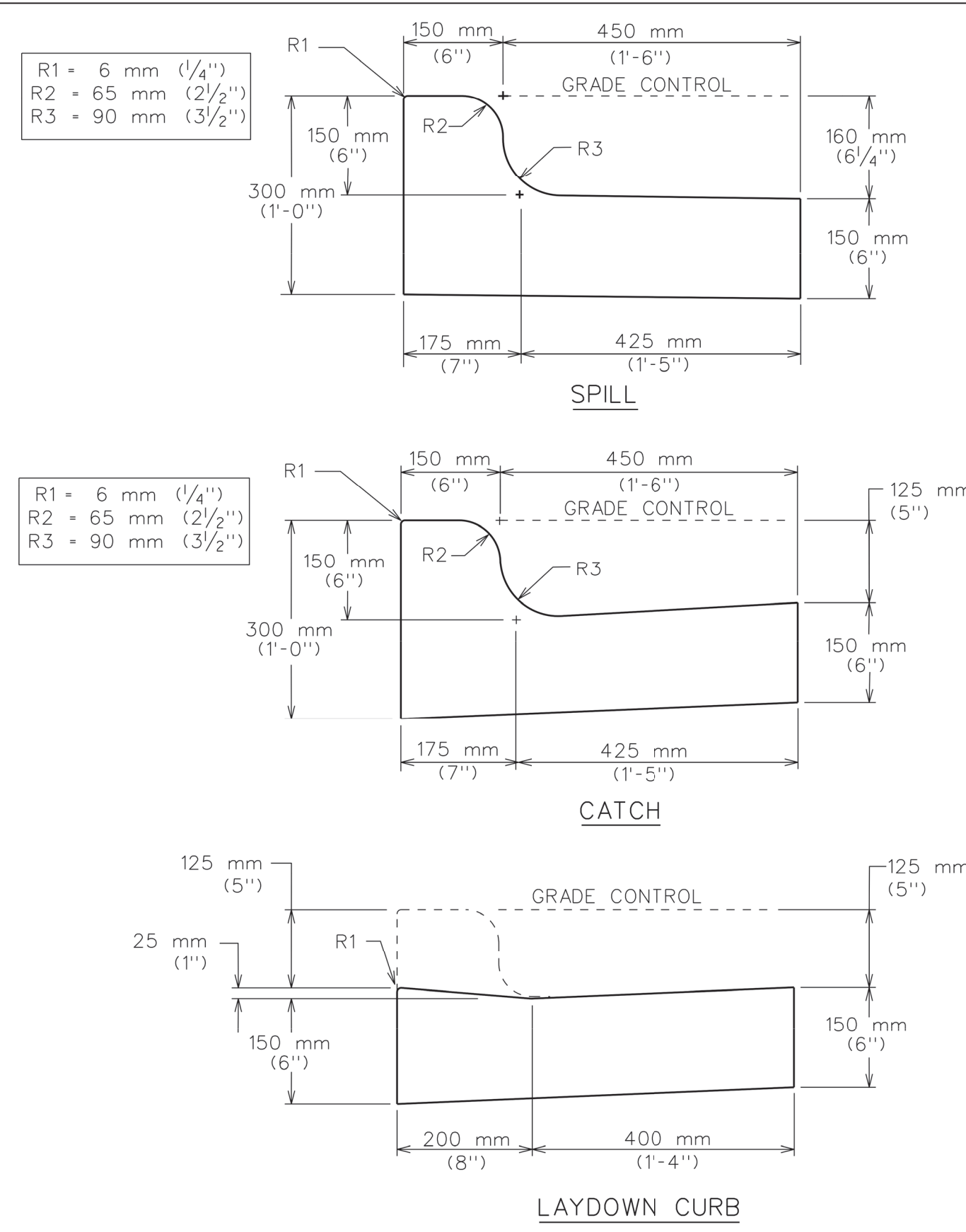
STRIPING & PAVING PLAN
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS

STATE OF TEXAS
 D. MARTIN STARY
 102414
 LICENSED PROFESSIONAL ENGINEER
 May 07, 2024

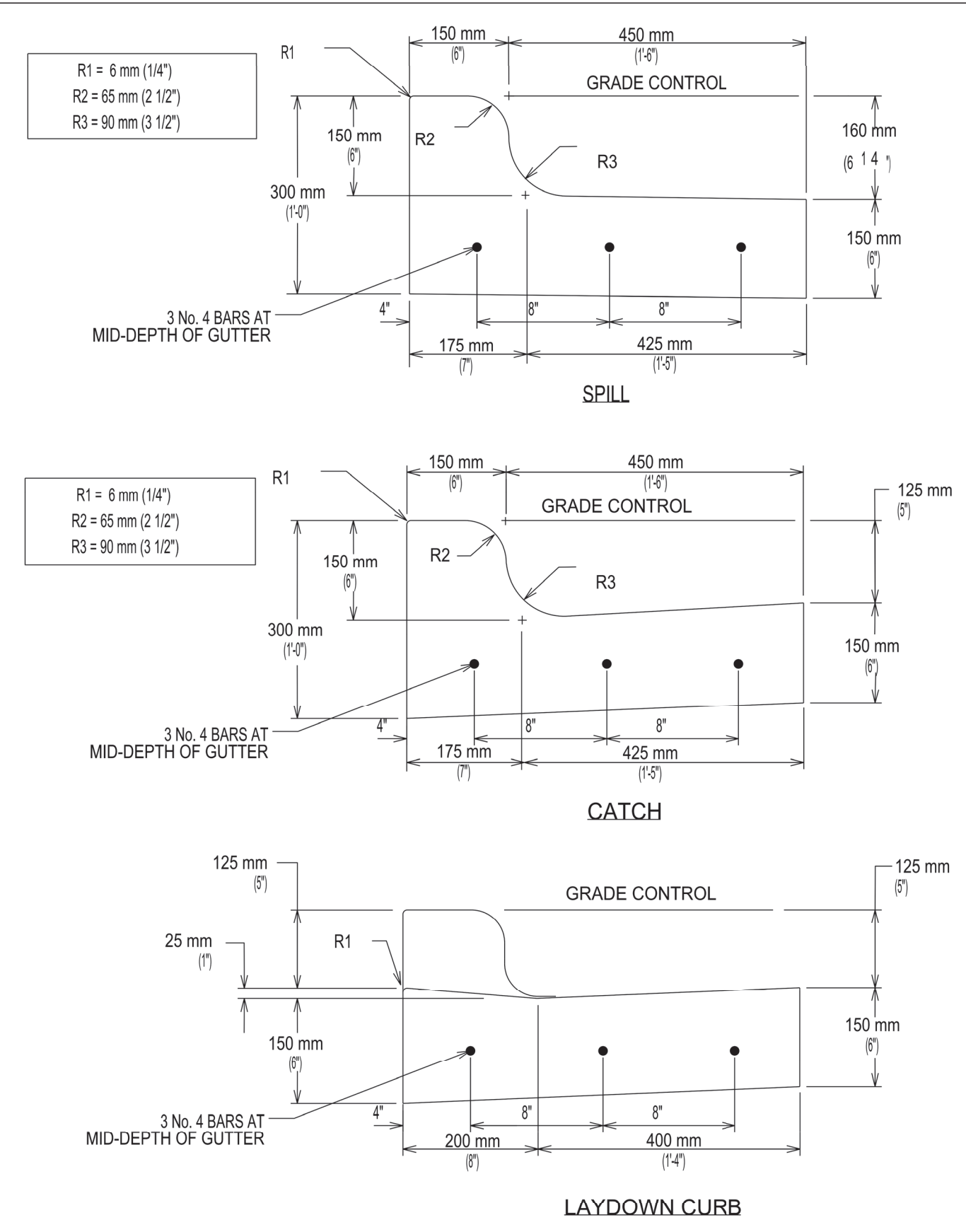
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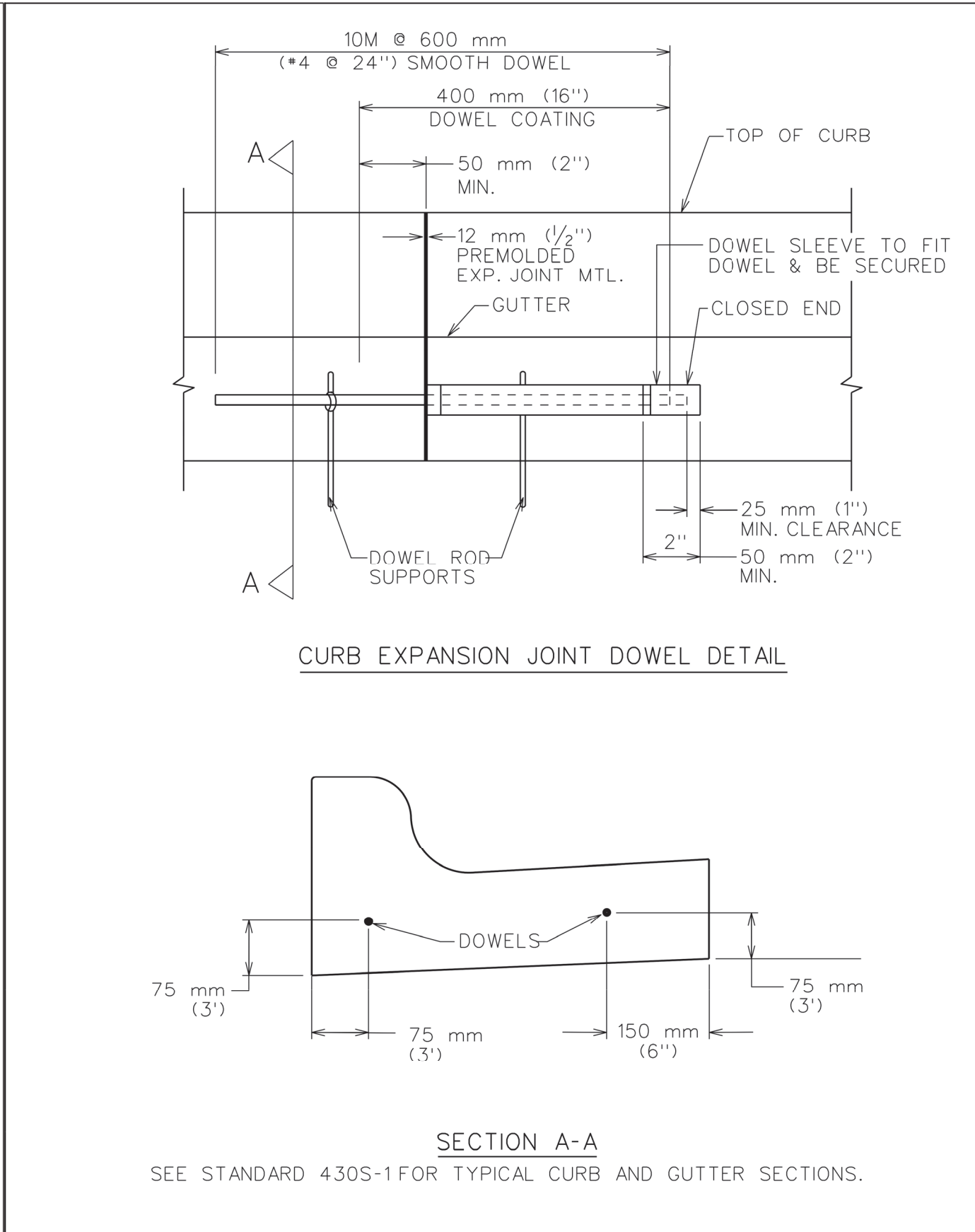
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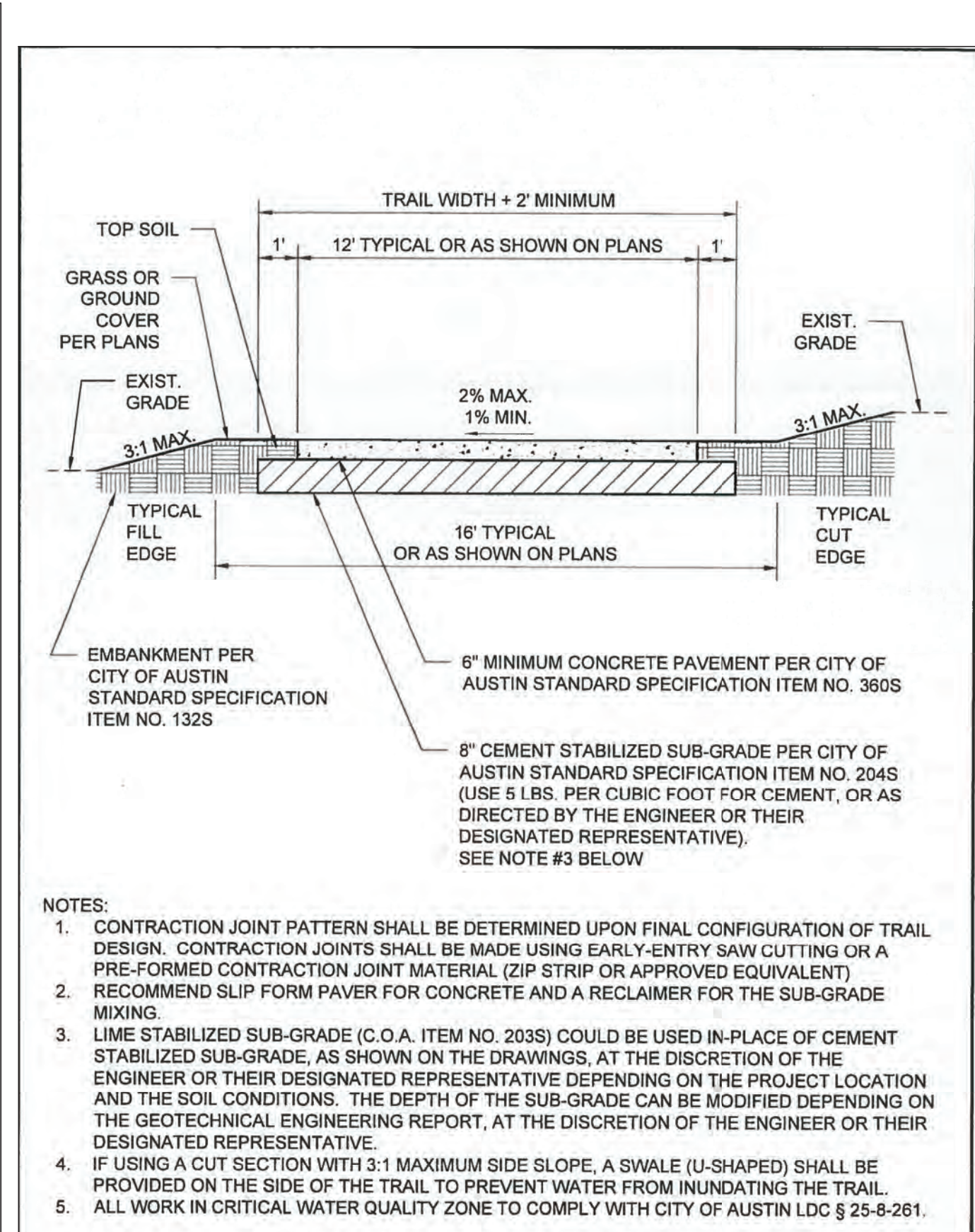
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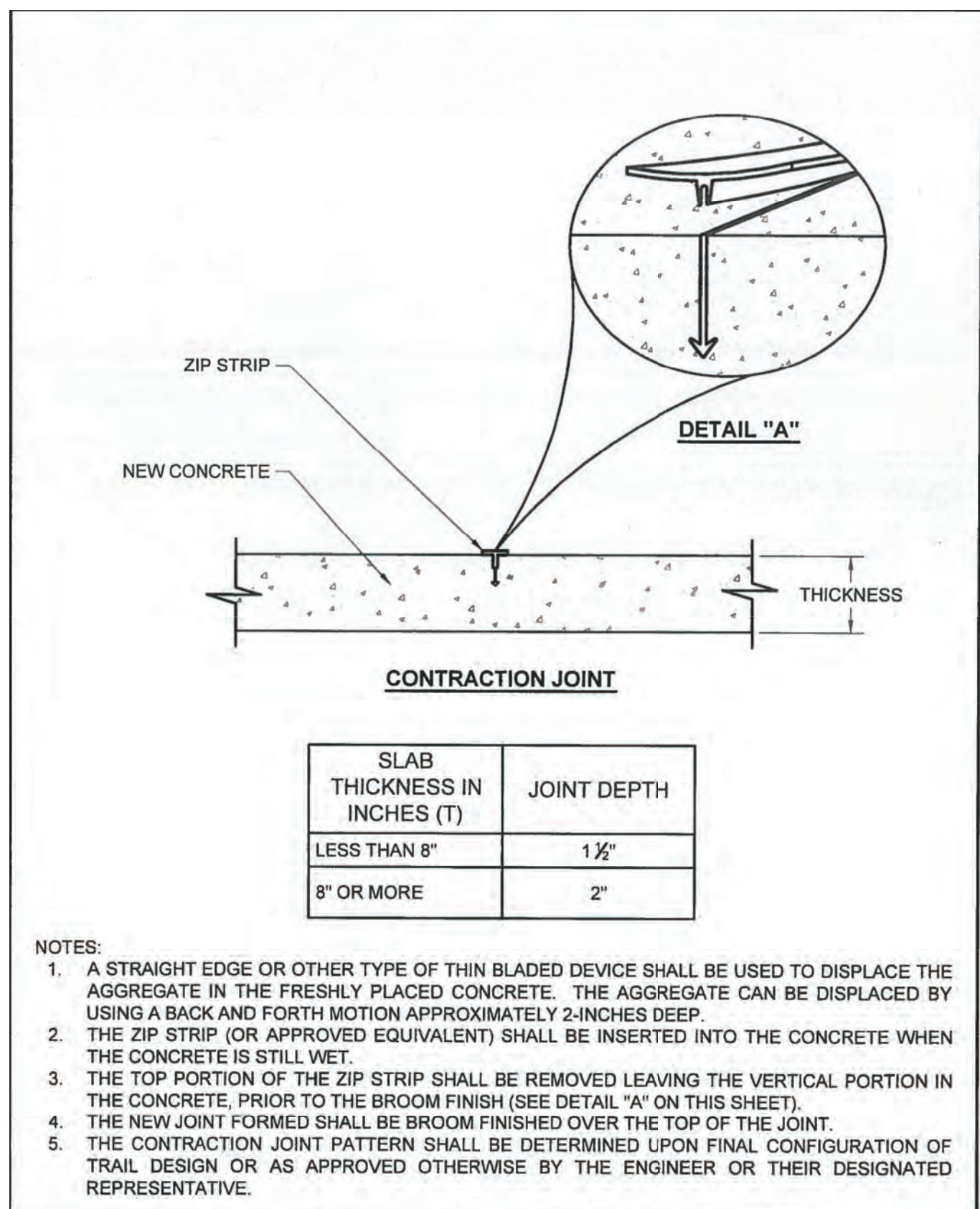
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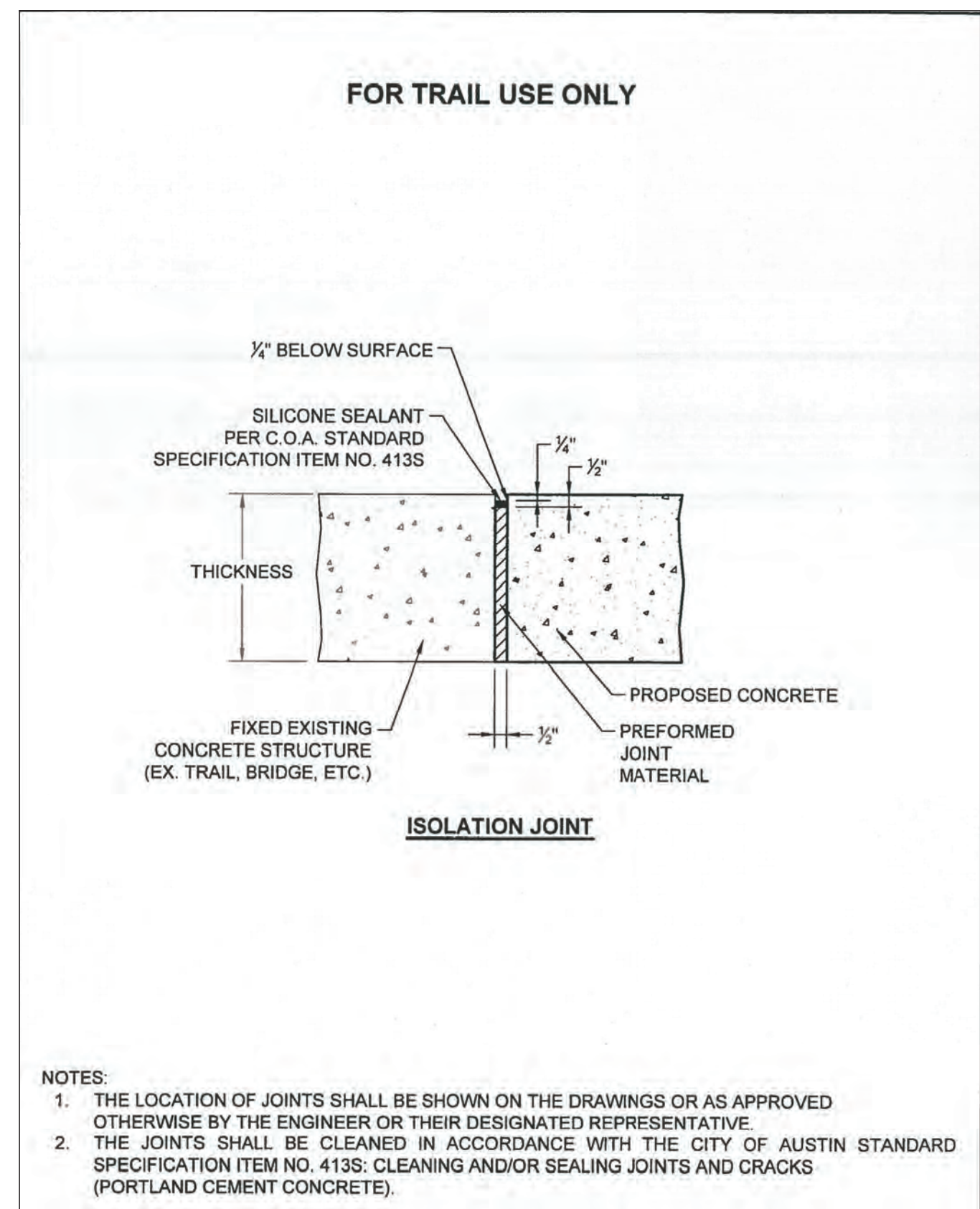
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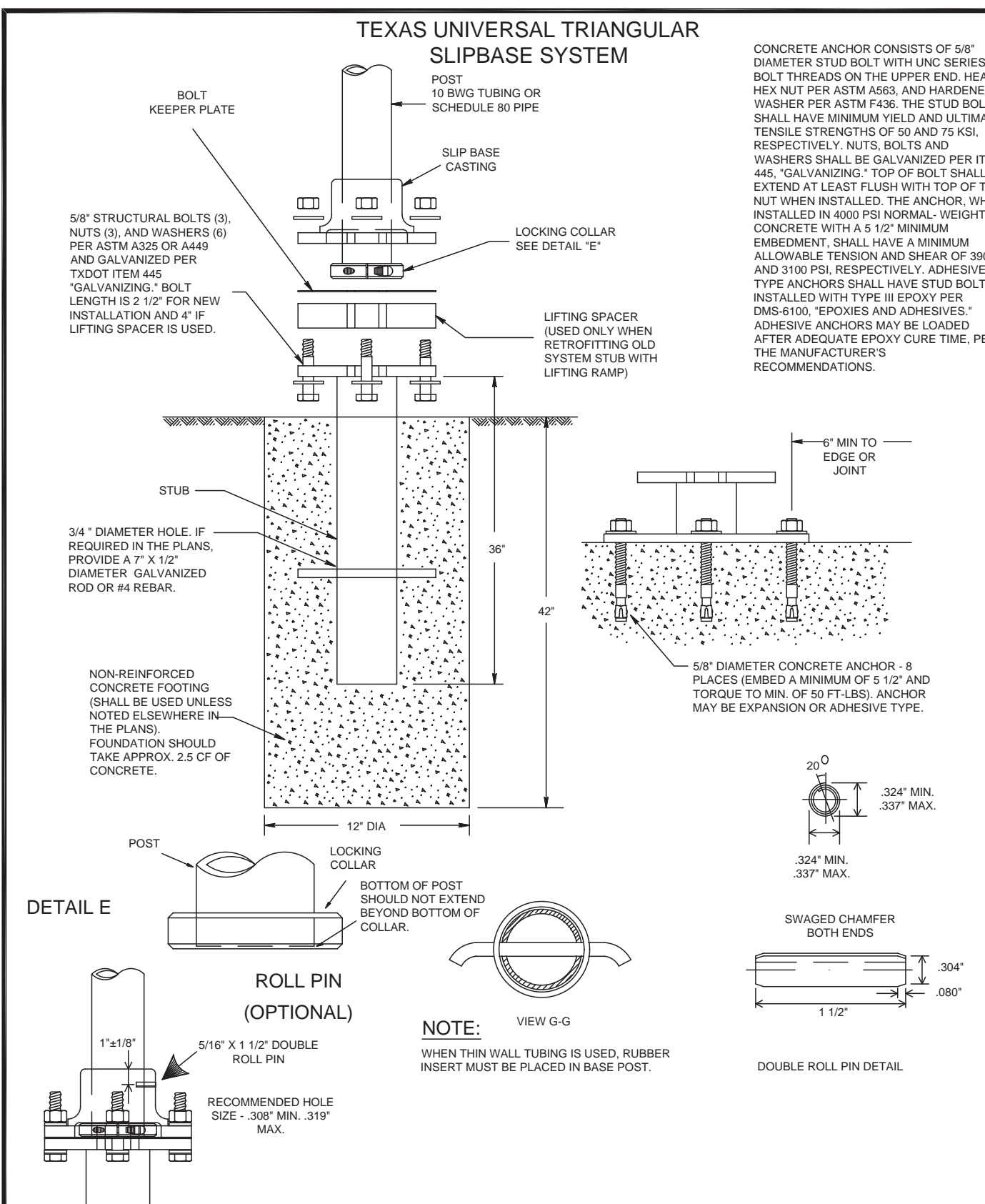
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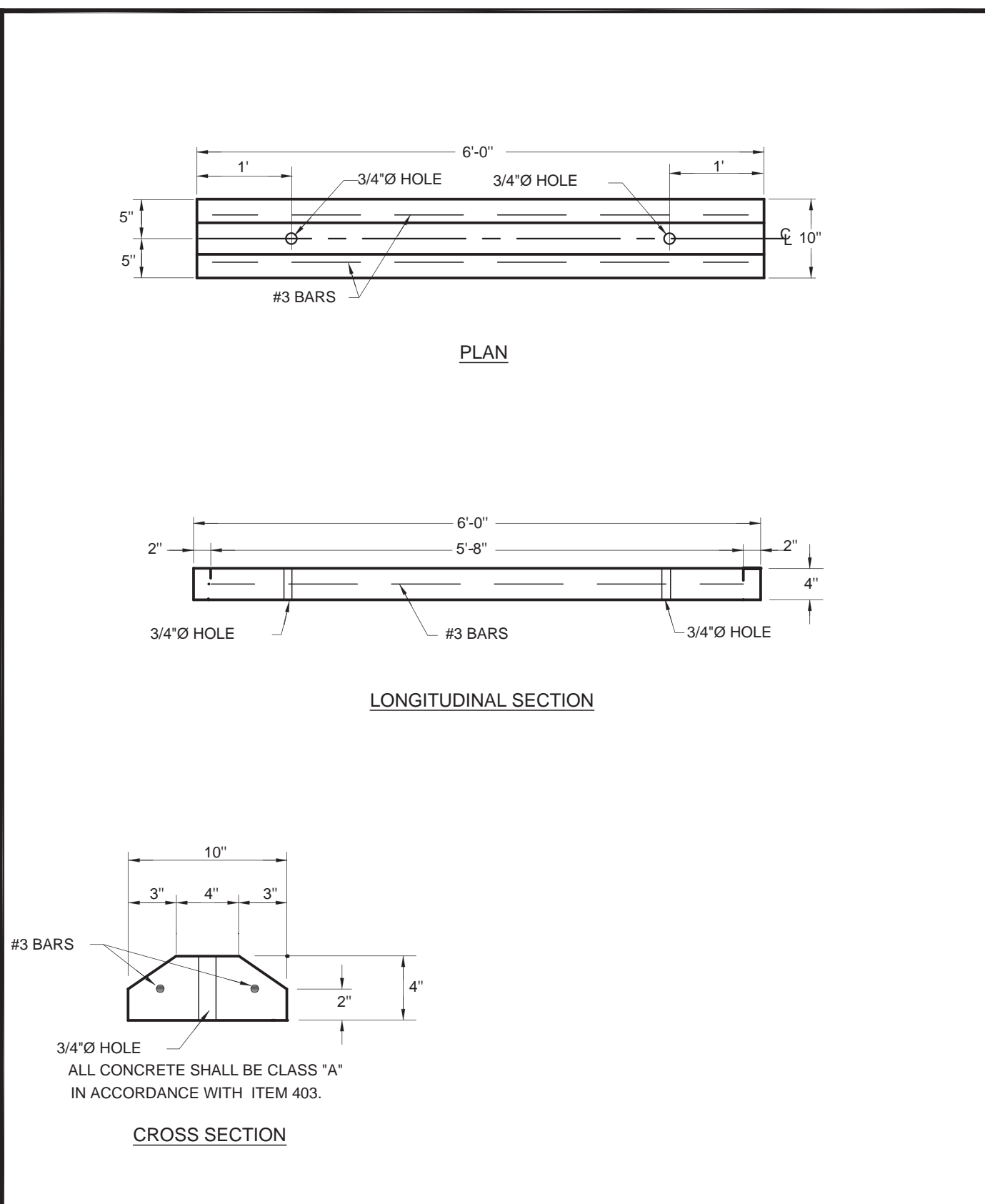
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RECORD COPY SIGNED BY LINO RIVERA	12/7/2018 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.



CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	CONCRETE URBAN TRAIL ISOLATION JOINT DETAIL	STANDARD NO. 1302S-3
RECORD COPY SIGNED BY LINO RIVERA	12/7/2018 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.



CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	CONCRETE URBAN TRAIL ISOLATION JOINT DETAIL	STANDARD NO. 1302S-3
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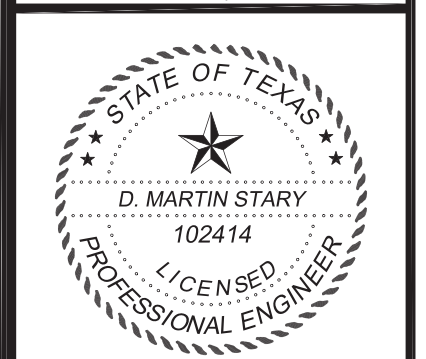


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RECORD COPY SIGNED BY LINO RIVERA	12/7/2018 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

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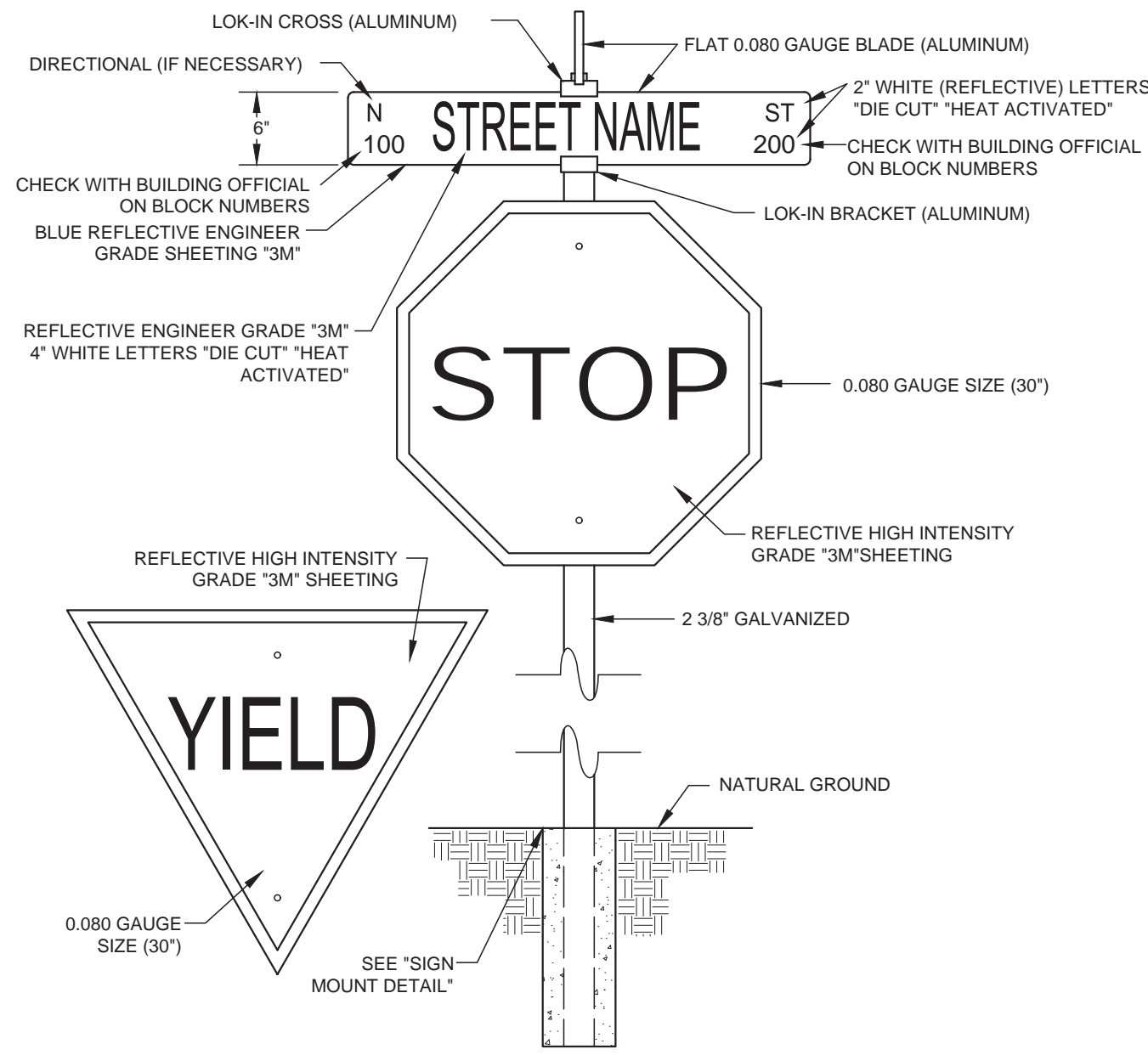
SITE DETAILS
 (1 OF 2)
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS



D. Martin Stary
 May 07, 2024

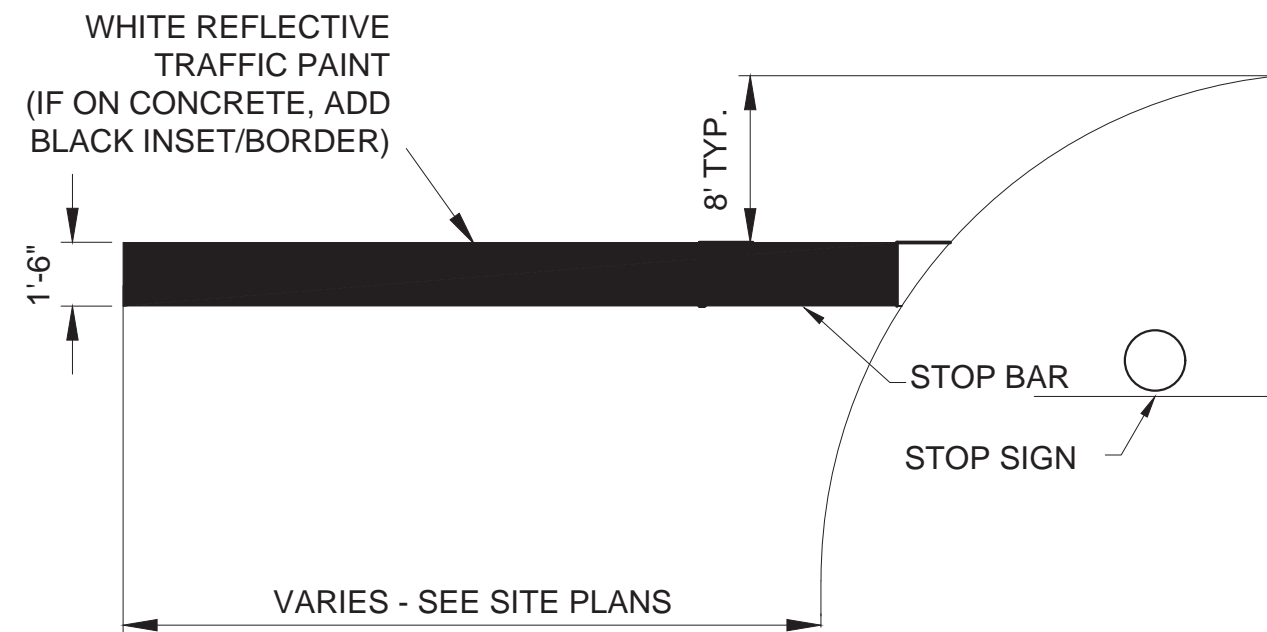
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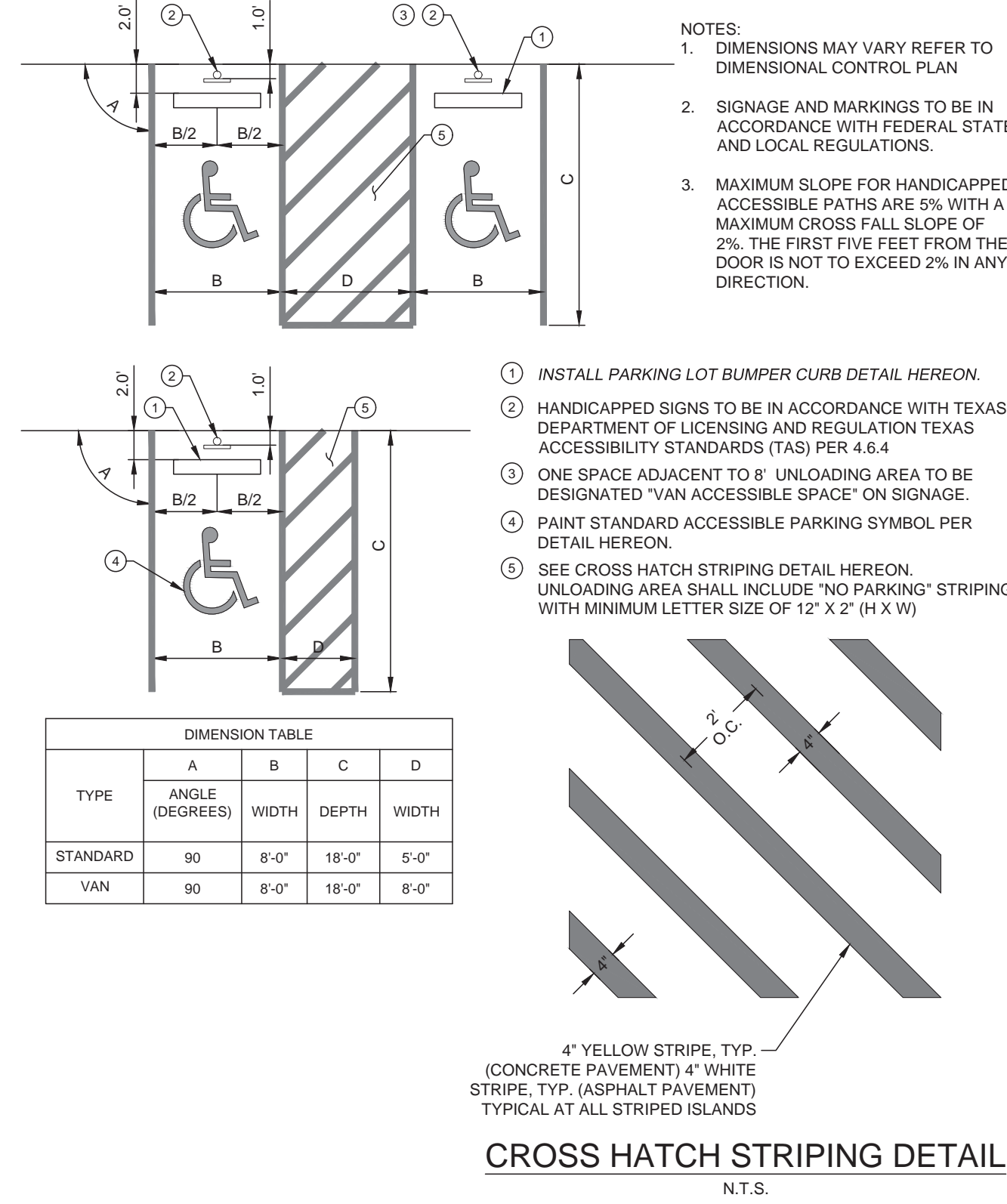


STANDARD STREET SIGN DETAIL

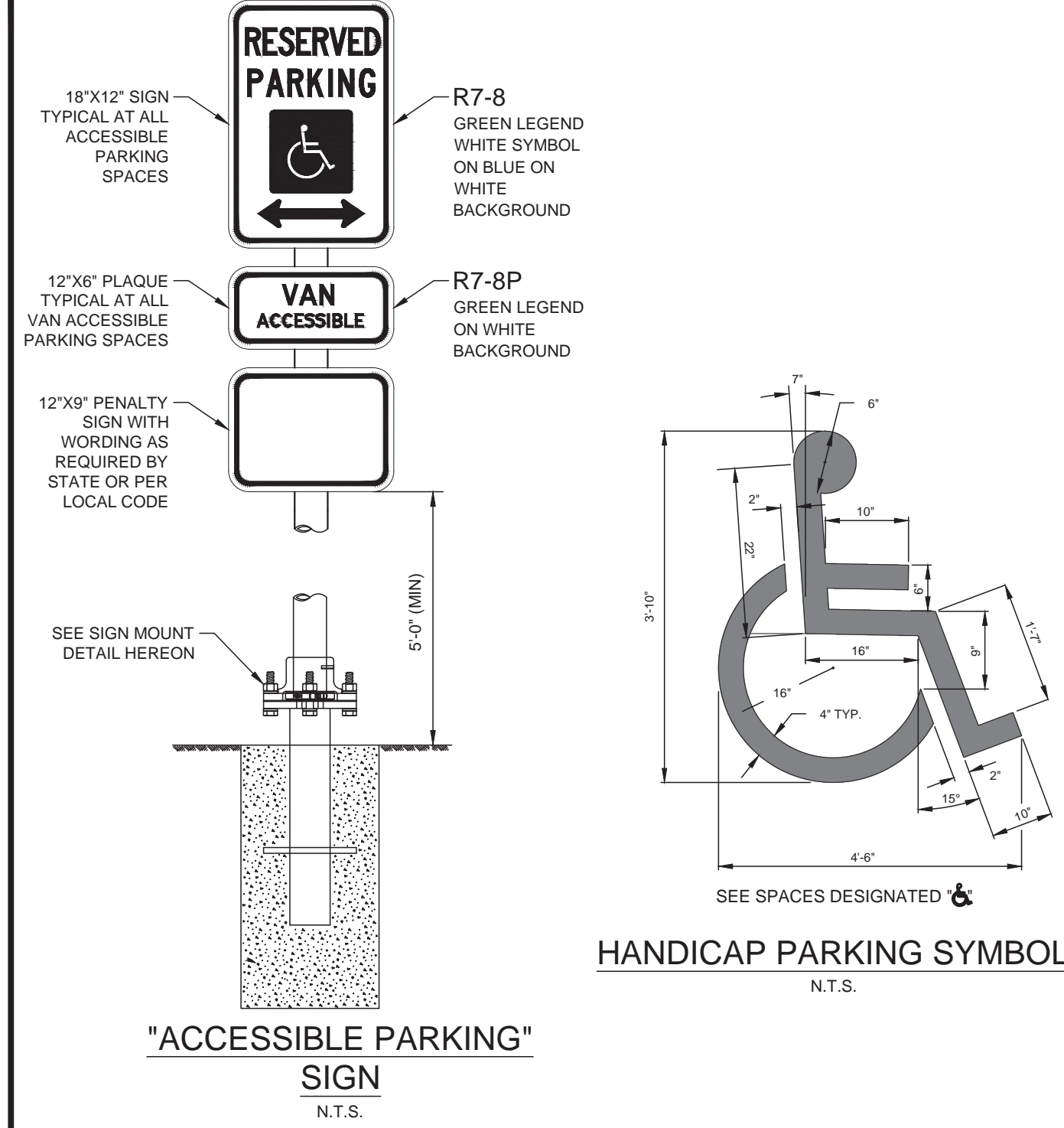
Detail No. SD 53



STOP BAR DETAIL



ACCESSIBLE PARKING DETAIL SHEET (1 OF 2)



ACCESSIBLE PARKING DETAIL SHEET (2 OF 2)

SITE DETAILS
 (2 OF 2)

WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS

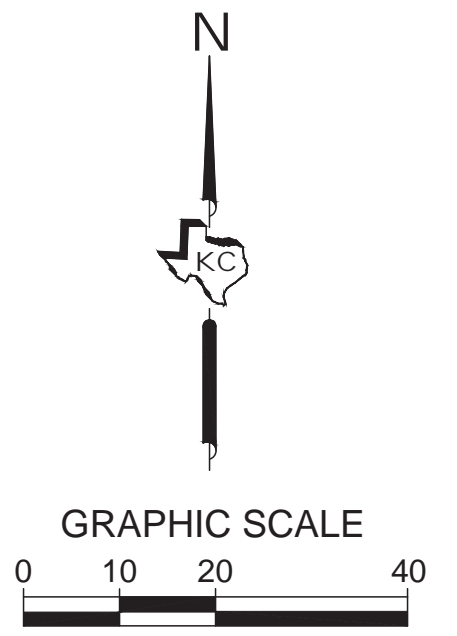
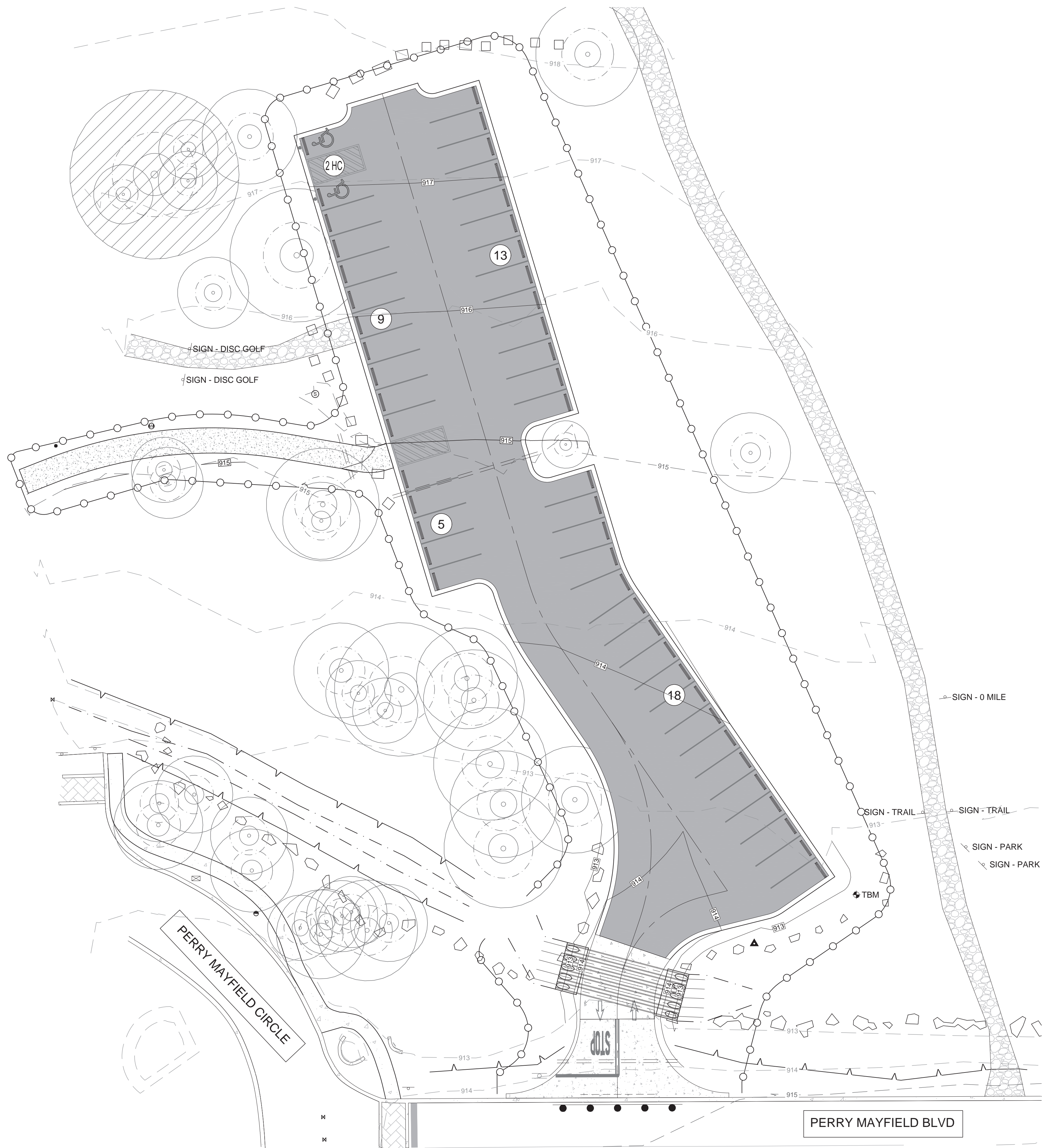
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- GRADING NOTES:**
1. THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL RUN LEVEL LOOP BETWEEN BENCHMARKS TO VERIFY EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES. MINOR ADJUSTMENTS TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE IS ACCEPTABLE. IF NECESSARY, UPON PRIOR APPROVAL OF THE ENGINEER, PAVING INSTALLED SHALL "FLUSH OUT" AT ANY JUNCTURE WITH EXISTING PAVING.
 2. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
 3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES, TO INCLUDE SERVICE LATERALS SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES 48 HOURS PRIOR TO EXCAVATION AND TO PROTECT THE SAME DURING CONSTRUCTION. CONTRACTOR SHALL CALL THE TEXAS ONE CALL SYSTEM FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN CITY EASEMENTS OR STREET RIGHT-OF-WAY.
 4. CONTRACTOR SHALL INSURE THAT POSITIVE DRAINAGE IS ACHIEVED.
 5. CONTRACTOR SHALL MATCH EXISTING PAVEMENT GRADES AT TIE IN LOCATIONS. IF THE EXISTING GRADES AT TIE IN LOCATIONS DIFFER BY MORE THAN ±0.2' FROM ELEVATIONS SHOWN ON THE PLANS, CONTACT THE ENGINEER IMMEDIATELY.
 6. HANDICAPPED PARKING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION.
 7. SIDEWALKS SHALL NOT EXCEED CROSS SLOPES OF 2% OR LONGITUDINAL SLOPES OF 5%.
 8. ALL ACCESSIBLE ROUTES SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.
 9. REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.

- NOTES:**
1. ALL COORDINATES ARE IN TEXAS STATE PLANE GRID. ALL ELEVATIONS ARE BASED ON NAVD 88.
 2. ABBREVIATIONS ARE AS FOLLOWS:
 BOC - BACK OF CURB
 EOP - EDGE OF PAVEMENT
 FG - FINISHED GRADE
 FL - FLOW LINE
 PVMT - TOP OF PAVEMENT
 SC - SLEEVE CAP
 SDWK - SIDEWALK
 STRC - STRUCTURE
 TOC - TOP OF CONCRETE

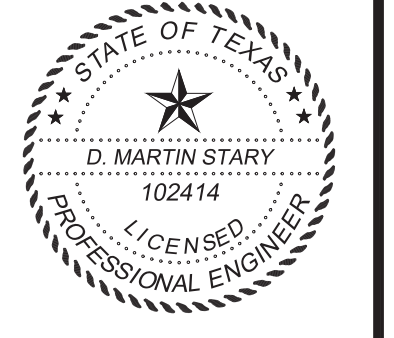


GRADING PLAN - NO POINTS OR DIMENSIONS

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GRADING & DIMENSION CONTROL PLAN (1 OF 6)
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS

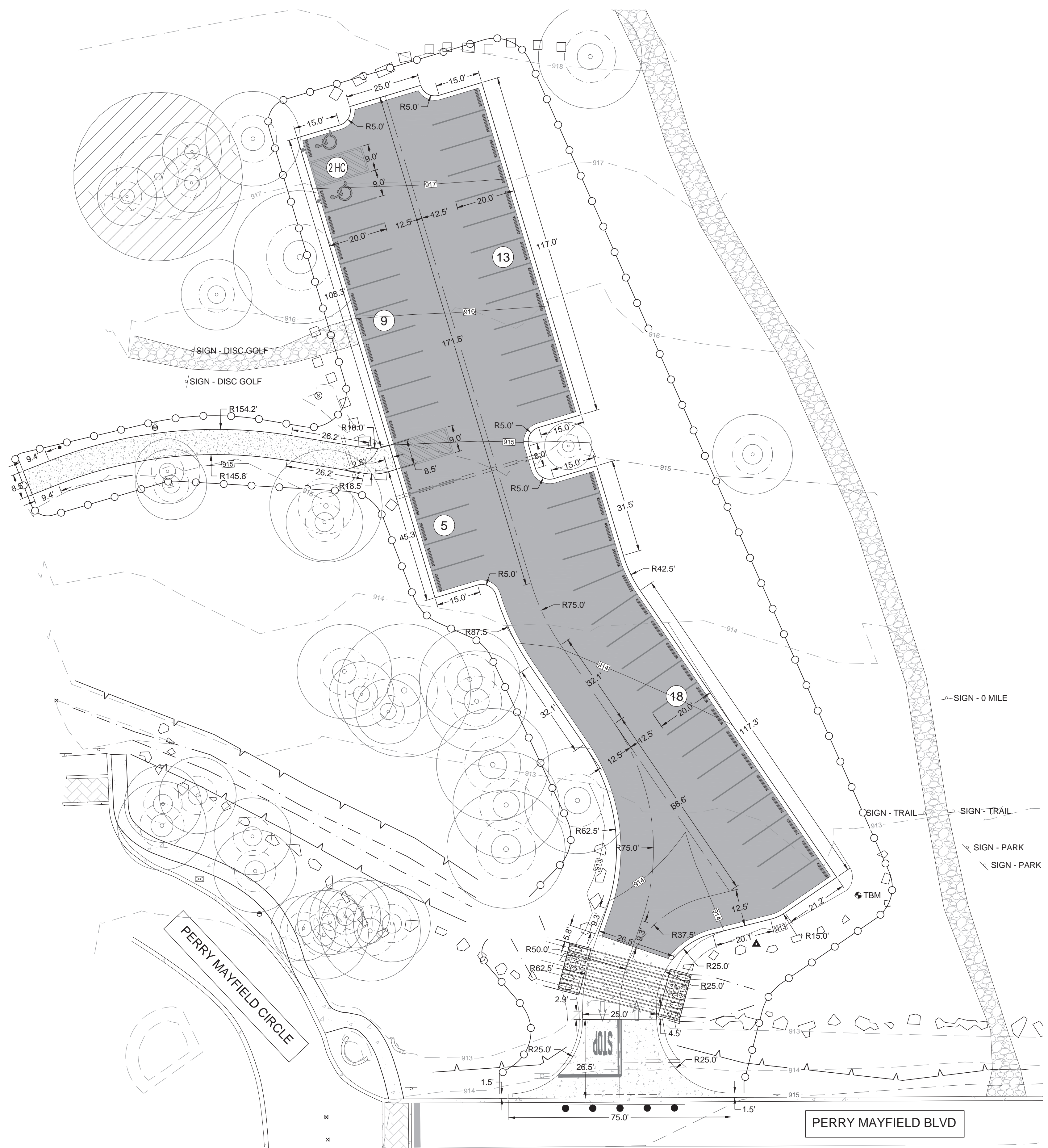


D. Martin Stary
 May 07, 2024

Job No. 23-284	Scale (Hor.):	Scale (Vert.):	Drawn By:
Date:	Checked By:	Date	Remarks
Rev. No.			

SHEET 5.0

Date: May 07, 2024, 8:44pm User ID: Martin
 File: K:\23-284 Williamson County Southwest Regional Park\Design\PLAN SHEETS\5.0 GRADING & DIMENSION CONTROL PLAN.dwg



GRADING PLAN - DIMENSIONS ONLY

- GRADING NOTES:**
1. THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL RUN LEVEL LOOP BETWEEN BENCHMARKS TO VERIFY EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES. MINOR ADJUSTMENTS TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE IS ACCEPTABLE, IF NECESSARY, UPON PRIOR APPROVAL OF THE ENGINEER. PAVING INSTALLED SHALL "FLUSH OUT" AT ANY JUNCTURE WITH EXISTING PAVING.
 2. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
 3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES, TO INCLUDE SERVICE LATERALS SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES 48 HOURS PRIOR TO EXCAVATION AND TO PROTECT THE SAME DURING CONSTRUCTION. CONTRACTOR SHALL CALL THE TEXAS ONE CALL SYSTEM FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN CITY EASEMENTS OR STREET RIGHT-OF-WAY.
 4. CONTRACTOR SHALL INSURE THAT POSITIVE DRAINAGE IS ACHIEVED.
 5. CONTRACTOR SHALL MATCH EXISTING PAVEMENT GRADES AT TIE IN LOCATIONS. IF THE EXISTING GRADES AT TIE IN LOCATIONS DIFFER BY MORE THAN ±0.2' FROM ELEVATIONS SHOWN ON THE PLANS, CONTACT THE ENGINEER IMMEDIATELY.
 6. HANDICAPPED PARKING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION.
 7. SIDEWALKS SHALL NOT EXCEED CROSS SLOPES OF 2% OR LONGITUDINAL SLOPES OF 5%.
 8. ALL ACCESSIBLE ROUTES SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.
 9. REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.

- NOTES:**
1. ALL COORDINATES ARE IN TEXAS STATE PLANE GRID. ALL ELEVATIONS ARE BASED ON NAVD 88.
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 BOC - BACK OF CURB
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 Email: info@kceengineering.com
 REGISTRATION # F-000977



GRADING & DIMENSION CONTROL PLAN (2 OF 6)
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS

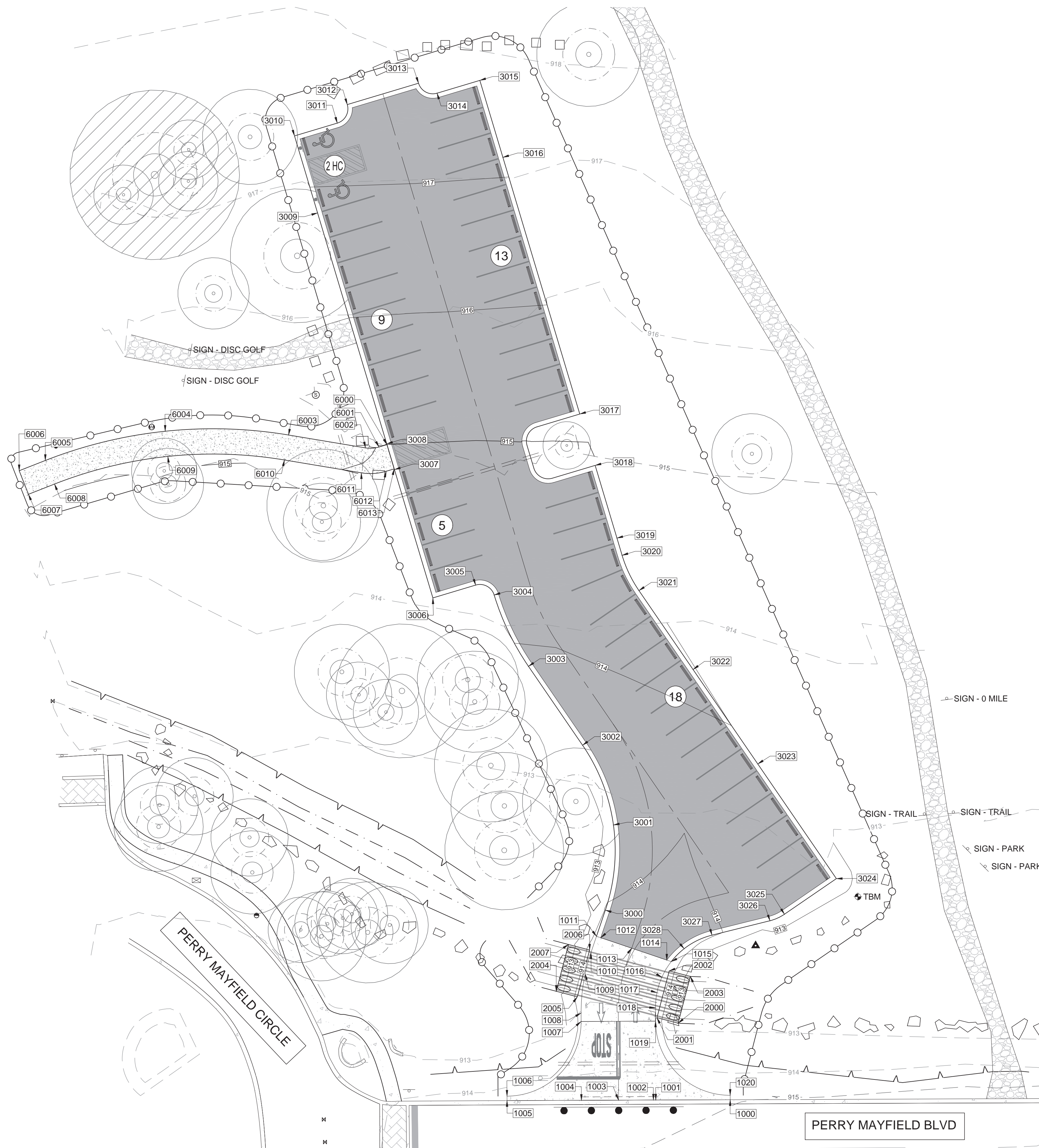


D. Martin Stary
 May 07, 2024

Job No. 23-284	Scale (Hor.):	Scale (Vert.):	Drawn By:
Date:	Checked By:	Date	Remarks
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SHEET 5.1

Date: May 07, 2024, 8:44pm User ID: Martin
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SEE SHEET 5.5 FOR
POINTS TABLES

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**GRADING & DIMENSION
 CONTROL PLAN (3 OF 6)**
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS

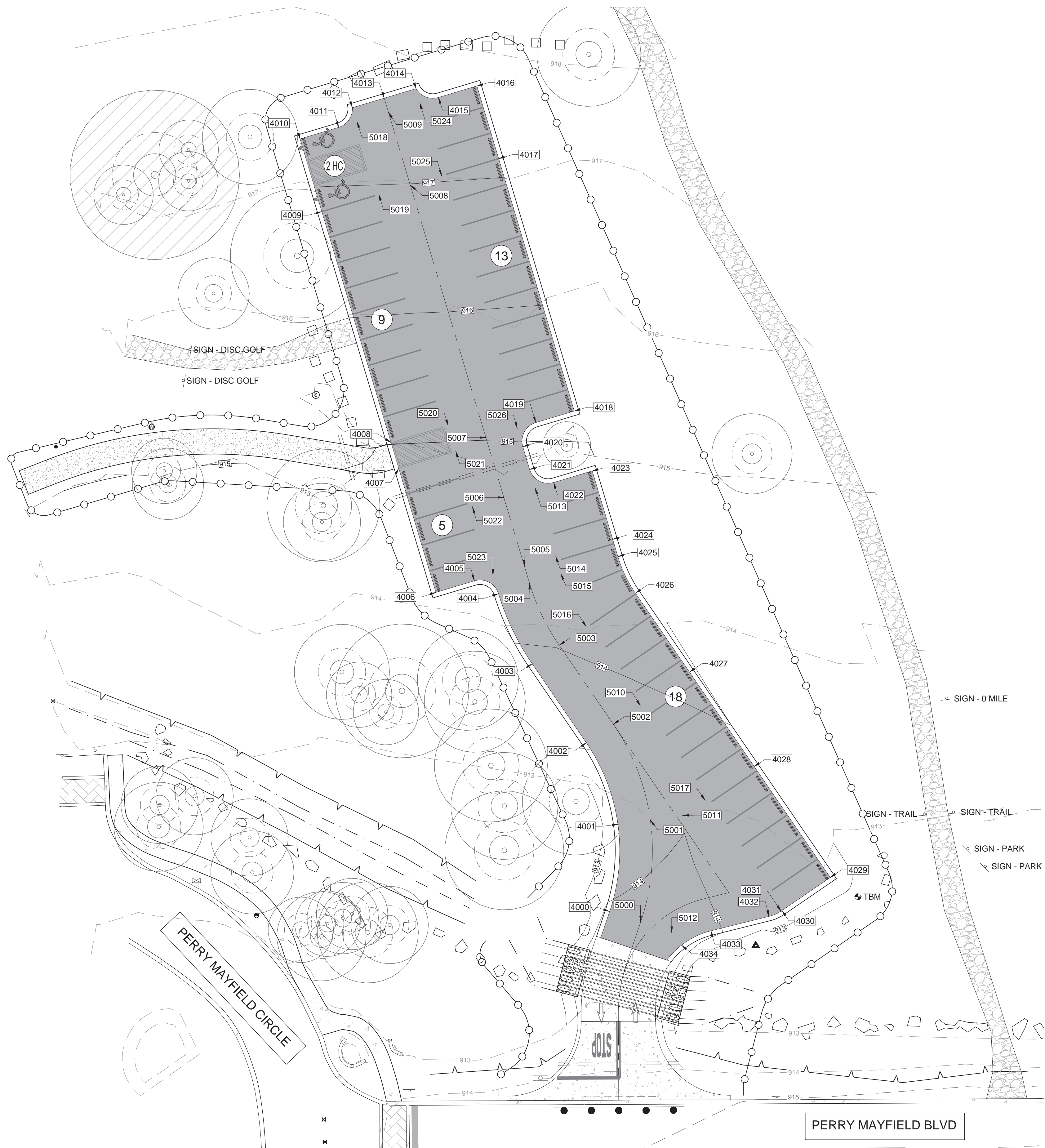


D. Martin Stary
 May 07, 2024

Job No. 23-284	Scale (Hor.):	Scale (Vert.):	Drawn By:
Date:	Checked By:	Date:	Remarks:
Rev. No.	Date		

**SHEET
5.2**

Date: May 07, 2024, 8:44pm User ID: Martin
 File: K:\23-284 Williamson County Southwest Regional Park\Design\PLAN SHEETS\5.0 GRADING & DIMENSION CONTROL PLAN.dwg



SEE SHEET 5.5 FOR
POINTS TABLES

GRADING PLAN - PAVEMENT POINTS

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**GRADING & DIMENSION
CONTROL PLAN (4 OF 6)**
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS

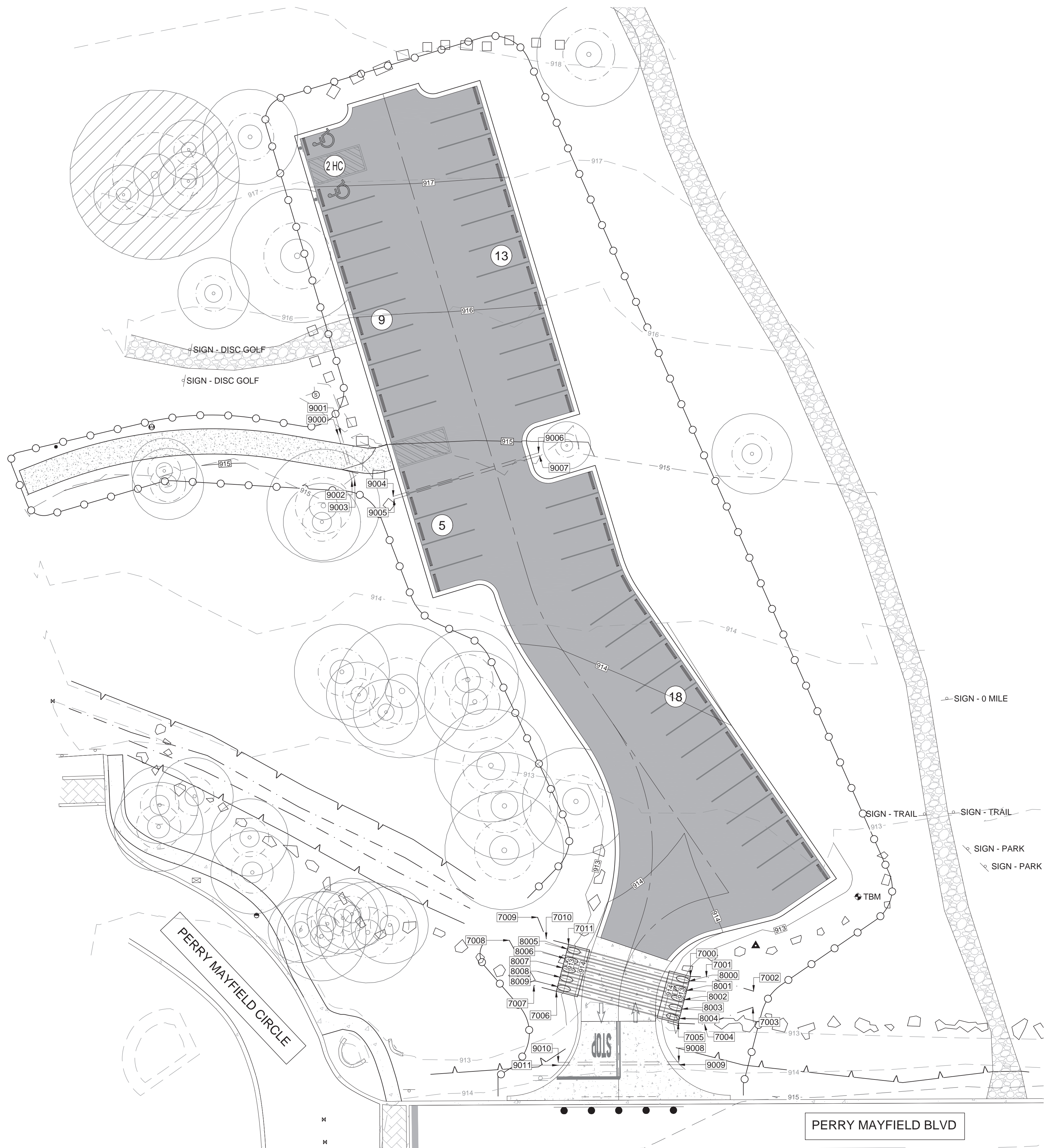


D. Martin Stary
 May 07, 2024

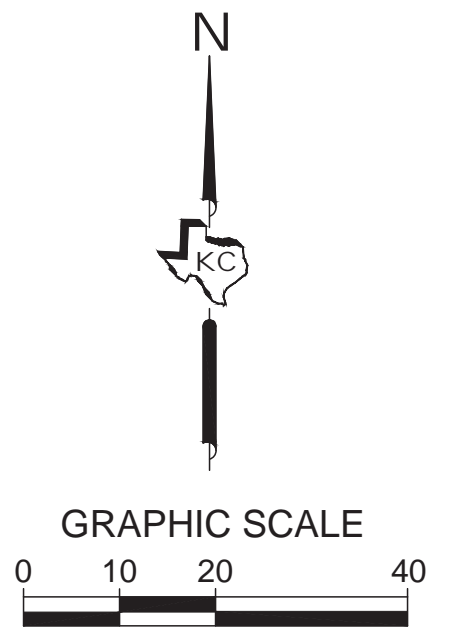
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Date:	Checked By:	Date	Remarks
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Date: May 07, 2024, 8:44pm User ID: Martin
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POINTS TABLES



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**GRADING & DIMENSION
 CONTROL PLAN (5 OF 6)**
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS



D. Martin Stary
 May 07, 2024

Job No. 23-284	Scale (Hor.):	Scale (Vert.):	Drawn By:
Date:	Checked By:	Date	Remarks
Rev. No.			



GRADING PLAN - FINISHED GRADE & UTILITY POINTS

TOP OF CONCRETE POINTS				
Point #	Elevation	Northing	Easting	Description
1000	914.92	10177108.16	3104365.92	TOC (EXIST.)
1001	914.68	10177108.08	3104340.92	TOC (EXIST.)
1002	914.67	10177108.08	3104340.12	TOC (EXIST.)
1003	914.58	10177108.03	3104328.42	TOC (EXIST.)
1004	914.48	10177107.98	3104315.92	TOC (EXIST.)
1005	914.27	10177107.88	3104290.95	TOC (EXIST.)
1006	914.24	10177109.38	3104290.94	TOC
1007	914.27	10177134.46	3104315.84	TOC
1008	914.30	10177137.31	3104315.83	TOC
1009	914.46	10177150.46	3104317.19	TOC
1010	914.40	10177157.56	3104319.13	TOC
1011	914.27	10177163.08	3104321.00	TOC
1012	914.28	10177162.60	3104322.42	TOC
1013	914.42	10177159.07	3104332.84	TOC
1014	914.54	10177155.09	3104344.62	TOC
1015	914.53	10177154.58	3104346.12	TOC
1016	914.60	10177149.32	3104342.97	TOC
1017	914.66	10177144.14	3104341.32	TOC
1018	914.56	10177139.12	3104340.82	TOC
1019	914.47	10177134.58	3104340.84	TOC
1020	914.89	10177109.66	3104365.92	TOC

BACK OF CURB POINTS				
Point #	Elevation	Northing	Easting	Description
3000	914.06	10177171.87	3104323.97	BOC
3001	913.44	10177200.46	3104326.69	BOC
3002	913.74	10177227.25	3104316.32	BOC
3003	913.91	10177253.76	3104298.15	BOC
3004	914.18	10177277.72	3104286.62	BOC
3005	914.23	10177281.05	3104280.41	BOC
3006	914.15	10177276.74	3104266.04	BOC
3007	914.83	10177319.85	3104253.12	BOC
3008	915.00	10177328.47	3104250.54	BOC
3009	916.83	10177406.06	3104227.29	BOC
3010	917.34	10177431.93	3104219.55	BOC
3011	917.42	10177436.23	3104233.92	BOC
3012	917.67	10177442.46	3104237.27	BOC
3013	917.80	10177449.63	3104261.22	BOC
3014	917.59	10177446.28	3104267.44	BOC
3015	917.67	10177450.58	3104281.81	BOC
3016	917.15	10177424.72	3104289.56	BOC
3017	915.15	10177338.50	3104315.39	BOC
3018	914.88	10177321.26	3104320.55	BOC
3019	914.50	10177296.83	3104327.87	BOC
3020	914.41	10177291.04	3104329.61	BOC
3021	914.28	10177279.20	3104335.27	BOC
3022	914.11	10177252.69	3104353.44	BOC
3023	913.92	10177220.97	3104375.19	BOC
3024	913.69	10177182.45	3104401.59	BOC
3025	913.48	10177170.48	3104384.14	BOC
3026	913.48	10177168.30	3104379.27	BOC
3027	914.12	10177163.46	3104359.79	BOC
3028	914.46	10177158.91	3104350.46	BOC

EDGE OF PAVEMENT POINTS				
Point #	Elevation	Northing	Easting	Description
4000	914.09	10177171.38	3104325.40	EOP
4001	913.47	10177200.66	3104328.17	EOP
4002	913.75	10177228.10	3104317.56	EOP
4003	913.92	10177254.61	3104299.39	EOP
4004	914.18	10177278.15	3104288.06	EOP
4005	914.25	10177282.48	3104279.98	EOP
4006	914.18	10177278.61	3104267.04	EOP
4007	914.83	10177320.28	3104254.56	EOP
4008	915.01	10177328.90	3104251.98	EOP
4009	916.84	10177406.49	3104228.73	EOP
4010	917.32	10177430.92	3104221.41	EOP
4011	917.39	10177434.80	3104234.35	EOP
4012	917.62	10177441.40	3104238.97	EOP
4013	917.68	10177444.61	3104249.68	EOP
4014	917.73	10177447.81	3104260.38	EOP
4015	917.56	10177444.84	3104267.87	EOP
4016	917.63	10177448.71	3104280.81	EOP
4017	917.15	10177424.29	3104288.12	EOP
4018	915.17	10177339.51	3104313.52	EOP
4019	915.10	10177335.63	3104300.59	EOP
4020	914.97	10177327.54	3104296.23	EOP
4021	914.85	10177319.88	3104298.52	EOP
4022	914.78	10177315.52	3104306.61	EOP
4023	914.85	10177319.39	3104319.55	EOP
4024	914.49	10177296.40	3104326.43	EOP
4025	914.40	10177290.61	3104328.17	EOP
4026	914.26	10177278.35	3104334.03	EOP
4027	914.10	10177251.84	3104352.20	EOP
4028	913.91	10177220.12	3104373.95	EOP
4029	913.68	10177182.84	3104399.51	EOP
4030	913.48	10177171.72	3104383.29	EOP
4031	913.48	10177171.54	3104383.01	EOP
4032	913.48	10177169.75	3104378.91	EOP
4033	914.11	10177164.91	3104359.43	EOP
4034	914.47	10177160.10	3104349.53	EOP

TOP OF PAVEMENT POINTS				
Point #	Elevation	Northing	Easting	Description
5000	914.31	10177167.86	3104335.81	PVMT
5001	913.69	10177202.17	3104339.07	PVMT
5002	913.84	10177234.32	3104326.63	PVMT
5003	914.01	10177260.83	3104308.46	PVMT
5004	914.24	10177281.71	3104298.47	PVMT
5005	914.33	10177287.51	3104296.74	PVMT
5006	914.69	10177310.50	3104289.85	PVMT
5007	915.02	10177330.61	3104283.82	PVMT
5008	916.99	10177415.39	3104258.43	PVMT
5009	917.48	10177439.82	3104251.11	PVMT
5010	913.93	10177240.53	3104335.71	PVMT
5011	913.91	10177203.67	3104349.97	PVMT
5012	914.53	10177164.33	3104346.23	PVMT
5013	914.75	10177313.65	3104300.39	PVMT
5014	914.39	10177290.66	3104307.28	PVMT
5015	914.30	10177284.87	3104309.01	PVMT
5016	914.10	10177267.05	3104317.53	PVMT
5017	913.73	10177208.81	3104357.46	PVMT
5018	917.42	10177436.66	3104240.57	PVMT
5019	916.94	10177412.23	3104247.89	PVMT
5020	915.11	10177334.64	3104271.13	PVMT
5021	914.93	10177326.02	3104273.72	PVMT
5022	914.64	10177307.34	3104279.31	PVMT
5023	914.28	10177284.35	3104286.20	PVMT
5024	917.53	10177442.97	3104261.65	PVMT
5025	917.05	10177418.55	3104268.97	PVMT
5026	915.07	10177333.77	3104294.36	PVMT

SIDEWALK POINTS				
Point #	Elevation	Northing	Easting	Description
6000	915.00	10177328.23	3104250.61	SDWK
6001	914.97	10177327.42	3104247.92	SDWK
6002	915.10	10177327.14	3104243.40	SDWK
6003	915.37	10177331.45	3104217.56	SDWK
6004	915.76	10177332.72	3104176.12	SDWK
6005	915.56	10177322.90	3104135.83	SDWK
6006	915.52	10177319.46	3104127.06	SDWK
6007	915.35	10177311.55	3104130.17	SDWK
6008	915.39	10177314.99	3104138.94	SDWK
6009	915.59	10177324.27	3104177.00	SDWK
6010	915.20	10177323.07	3104216.16	SDWK
6011	914.93	10177318.76	3104242.00	SDWK
6012	914.80	10177319.28	3104250.35	SDWK
6013	914.83	10177320.09	3104253.05	SDWK

FINISHED GRADE POINTS				
Point #	Elevation	Northing	Easting	Description
7000	912.60	10177149.59	3104352.53	FG
7001	912.60	10177149.37	3104357.93	FG
7002	912.60	10177144.63	3104373.76	FG
7003	912.60	10177139.22	3104373.54	FG
7004	912.60	10177133.51	3104357.27	FG
7005	912.60	10177133.88	3104348.41	FG
7006	912.40	10177144.61	3104307.48	FG
7007	912.40	10177146.58	3104299.95	FG
7008	912.40	10177161.74	3104291.67	FG
7009	912.40	10177169.46	3104301.18	FG
7010	912.40	10177162.30	3104304.08	FG
7011	912.40	10177160.33	3104311.60	FG

FLOWLINE POINTS				
Point #	Elevation	Northing	Easting	Description
8000	912.60	10177148.02	3104352.12	FL
8001	912.60	10177144.88	3104351.30	FL
8002	912.60	10177141.73	3104350.47	FL
8003	912.60	10177138.59	3104349.65	FL
8004	912.60	10177135.45	3104348.82	FL
8005	912.40	10177158.76	3104311.19	FL
8006	912.40	10177155.61	3104310.37	FL
8007	912.40	10177152.47	3104309.54	FL
8008	912.40	10177149.33	3104308.72	FL
8009	912.40	10177146.18	3104307.89	FL

SLEEVE CAP POINTS				
Point #	Elevation	Northing	Easting	Description
9000	912.04	10177331.40	3104234.23	SC
9001	912.02	10177331.69	3104235.19	SC
9002	911.98	10177316.11	3104238.81	SC
9003	911.97	10177316.40	3104239.77	SC
9004	911.69	10177310.85	3104252.69	SC
9005	911.67	10177309.89	3104252.97	SC
9006	911.94	10177325.48	3104301.54	SC
9007	911.93	10177324.52	3104301.83	SC
9008	910.90	10177120.93	3104348.65	SC
9009	911.08	10177119.93	3104348.65	SC
9010	910.69	10177120.77	3104308.13	SC
9011	910.75	10177119.77	3104308.13	SC

STRUCTURE POINTS				
Point #	Elevation	Northing	Easting	Description
2000	912.60	10177133.88	3104348.41	STRC
2001	914.43	10177135.74	3104341.32	STRC
2002	914.43	10177151.45	3104345.44	STRC
2003	912.60	10177149.59	3104352.53	STRC
2004	912.40	10177144.61	3104307.48	STRC
2005	914.23	10177142.75	3104314.57	STRC
2006	914.23	10177158.47	3104318.70	STRC
2007	912.40	10177160.33	3104311.60	STRC

- NOTES:
- ALL COORDINATES ARE IN TEXAS STATE PLANE GRID. ALL ELEVATIONS ARE BASED ON NAVD 88.
 - ABBREVIATIONS ARE AS FOLLOWS:
 BOC - BACK OF CURB
 EOP - EDGE OF PAVEMENT
 FG - FINISHED GRADE
 FL - FLOW LINE
 PVMT - TOP OF PAVEMENT
 SC - SLEEVE CAP
 SDWK - SIDEWALK
 STRC - STRUCTURE
 TOC - TOP OF CONCRETE



Know what's below.
 Call before you dig.

GRADING PLAN - POINTS TABLES

K.C. ENGINEERING, INC.
 CONSULTING ENGINEERS
 705 HWY. 281 NORTH, PLAZA I, SUITE 103
 MARBLE FALLS, TEXAS 78654
 OFFICE: 830-693-5635 FAX: 830-693-9664
 Email: info@kceengineering.com
 REGISTRATION # F-000977



**GRADING & DIMENSION
 CONTROL PLAN (6 OF 6)**
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS

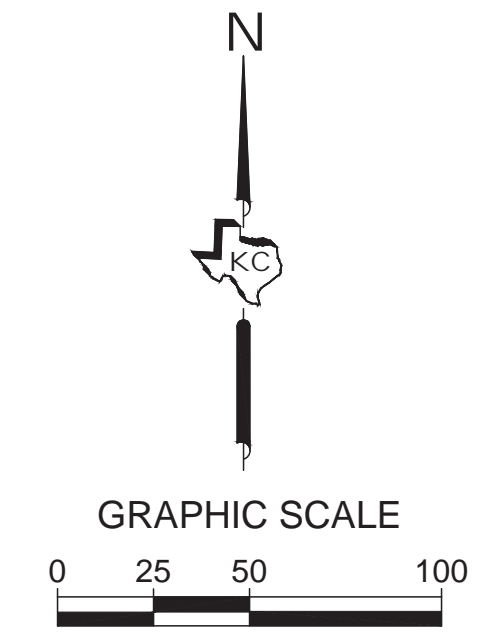


COMPOSITE C VALUE SUMMARY TABLE															
Drainage Area ID:	Area		Surface Condition		Area		Surface Condition		Total Area (Acres)	Composite C Values					
	(Acres)	Description	(Acres)	Description	(Acres)	Description	(Acres)	Description		C ₂	C ₅	C ₁₀	C ₂₅	C ₅₀	C ₁₀₀
DA-CULVERT	0.130	Asphaltic Roadway	0.001	Concrete	0.183	Grass/Good, 2-7%	8.650	Grass/Fair, 2-7%	8.964	0.34	0.37	0.39	0.43	0.46	0.50

TIME OF CONCENTRATION SUMMARY TABLE																																								
t _s Sheet Flow (min.)										t _s Shallow Concentrated Flow (min.)										t _c Concentrated Flow (min.)										Total Time T _c (min.)										
L ₁	L ₂	L ₃	n ₁	n ₂	n ₃	S	P ₂	t _{s, sheet flow}	L ₁	Paved?	S ₁	V ₁	L ₂	Paved?	S ₂	V ₂	L ₃	Paved?	S ₃	V ₃	t _{s, shallow concentrated flow}	R _{n,1}	R _{n,2}	R _{n,3}	S ₁	S ₂	S ₃	n ₁	n ₂		n ₃	L ₁	L ₂	L ₃	V ₁	V ₂	V ₃	t _{c, concentrated flow}		
100			0.130	0.000	0.000	0.011	3.97	10.15	504	No	0.019	2.208	13	Yes	0.026	3.288	225	Yes	0.009	1.931	5.81	0.00	0.00	0.00	0.000	0.000	0.000	-	-	-	-	-	-	0.00	0.00	0.00	0.00	0.00	0.00	15.96

RAINFALL INTENSITY SUMMARY TABLE							
Drainage Area ID:	T _c (min.)	I ₂ (in/hr)	I ₅ (in/hr)	I ₁₀ (in/hr)	I ₂₅ (in/hr)	I ₅₀ (in/hr)	I ₁₀₀ (in/hr)
DA-CULVERT	15.96	3.77	5.00	5.96	7.28	8.32	9.41

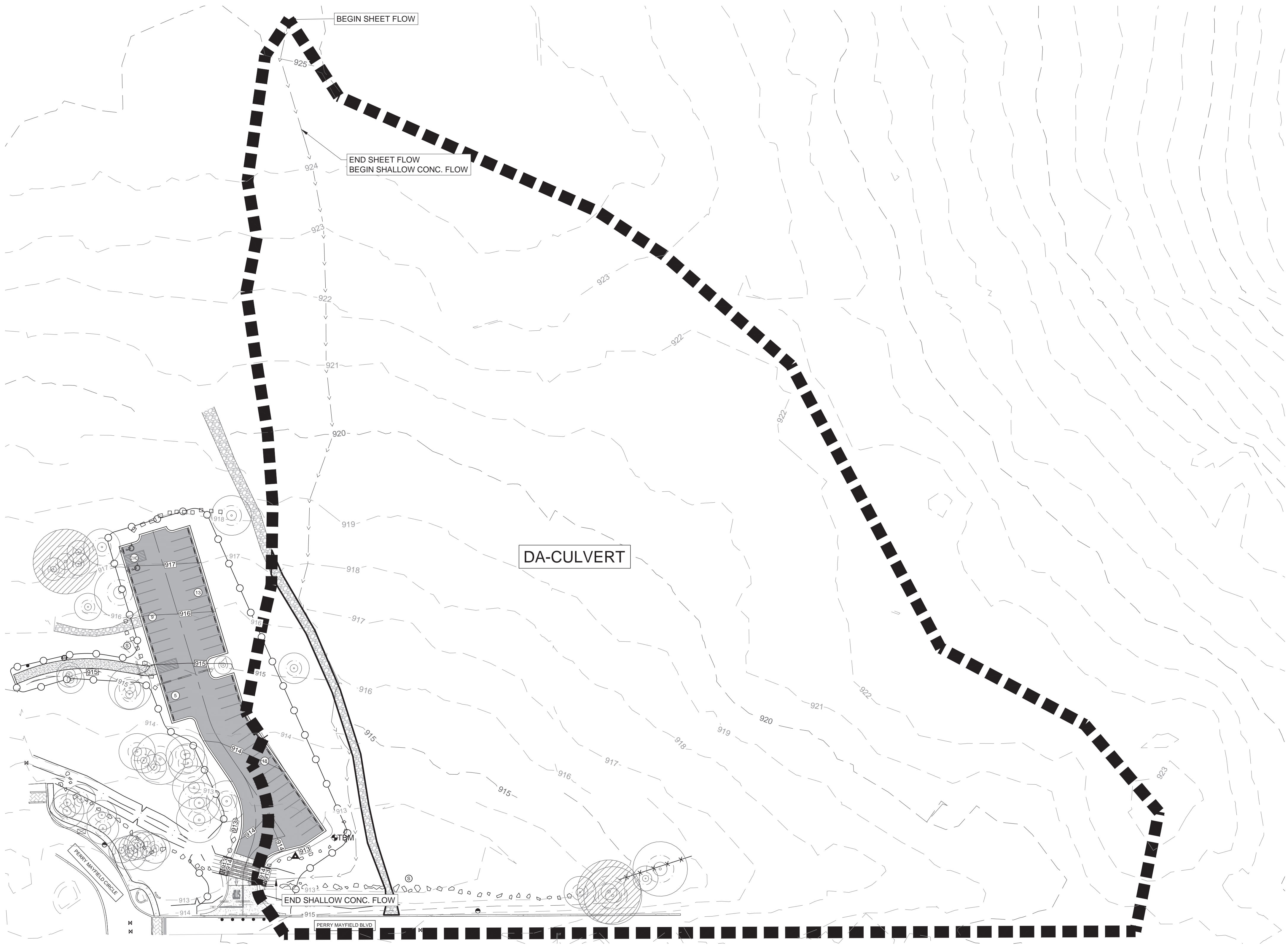
RUNOFF SUMMARY TABLE						
Drainage Area ID:	Q ₂ (cfs)	Q ₅ (cfs)	Q ₁₀ (cfs)	Q ₂₅ (cfs)	Q ₅₀ (cfs)	Q ₁₀₀ (cfs)
DA-CULVERT	11.33	16.38	20.62	27.78	34.01	41.83



LEGEND

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED DRAINAGE AREA
- TIME OF CONCENTRATION

NOTE:
HYDROLOGIC ANALYSIS WAS PERFORMED USING THE RATIONAL METHOD WITH ATLAS-14 RAINFALL DATA.



K.C. ENGINEERING, INC.
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REGISTRATION # F-000977



INLET DRAINAGE AREA MAP
WILLIAMSON COUNTY SW REGIONAL PARK
219 PERRY MAYFIELD BLVD.
LEANDER, TEXAS

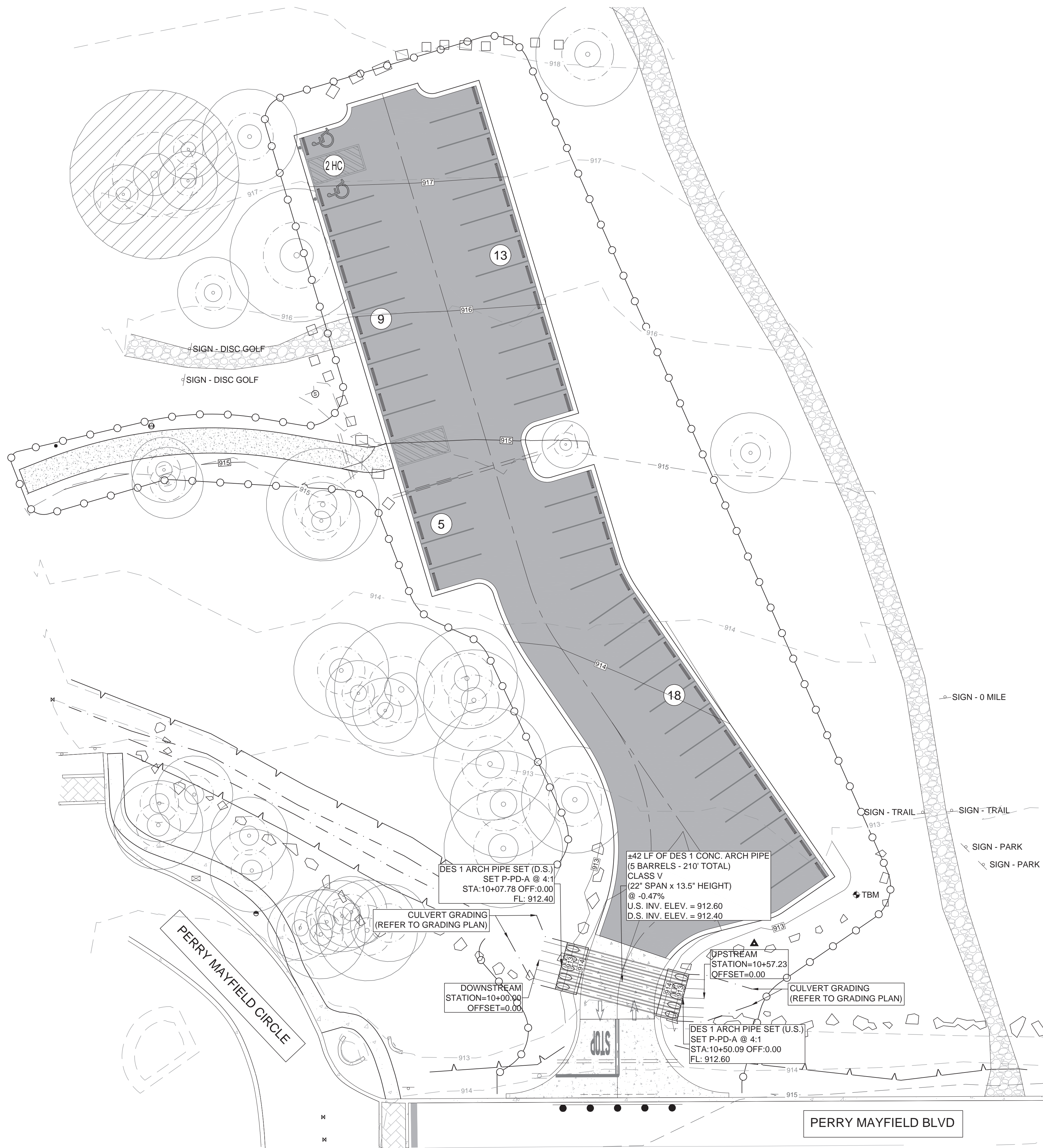
STATE OF TEXAS
D. MARTIN STARY
102414
LICENSED PROFESSIONAL ENGINEER
D. Martin Stary
May 07, 2024

Job No. 23-284	Scale (Hor.):	Scale (Vert.):	Checked By:	Date	Drawn By:	Remarks
Rev. No.						

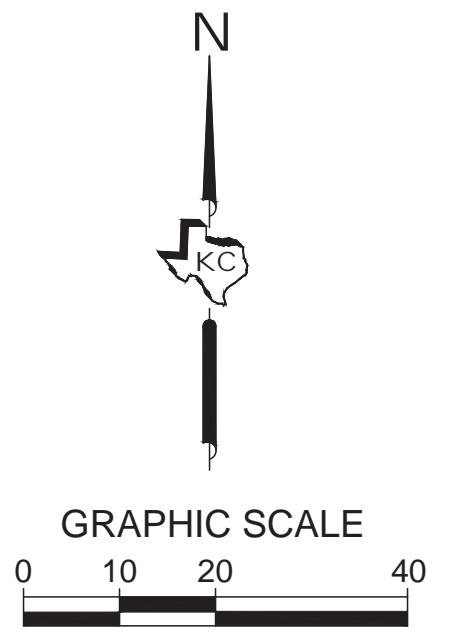
SHEET
6.0

Date: May 07, 2024, 8:51pm User ID: Martin File: K:\23-284 Williamson County Southwest Regional Park\Design\PLAN SHEETS\6.2 INLET DRAINAGE AREA MAP.dwg

Date: May 07, 2024, 8:53pm User ID: Martin
 File: K:\23-284 Williamson County Southwest Regional Park\Design\PLAN SHEETS\7.0 STORM SEWER PLAN.dwg

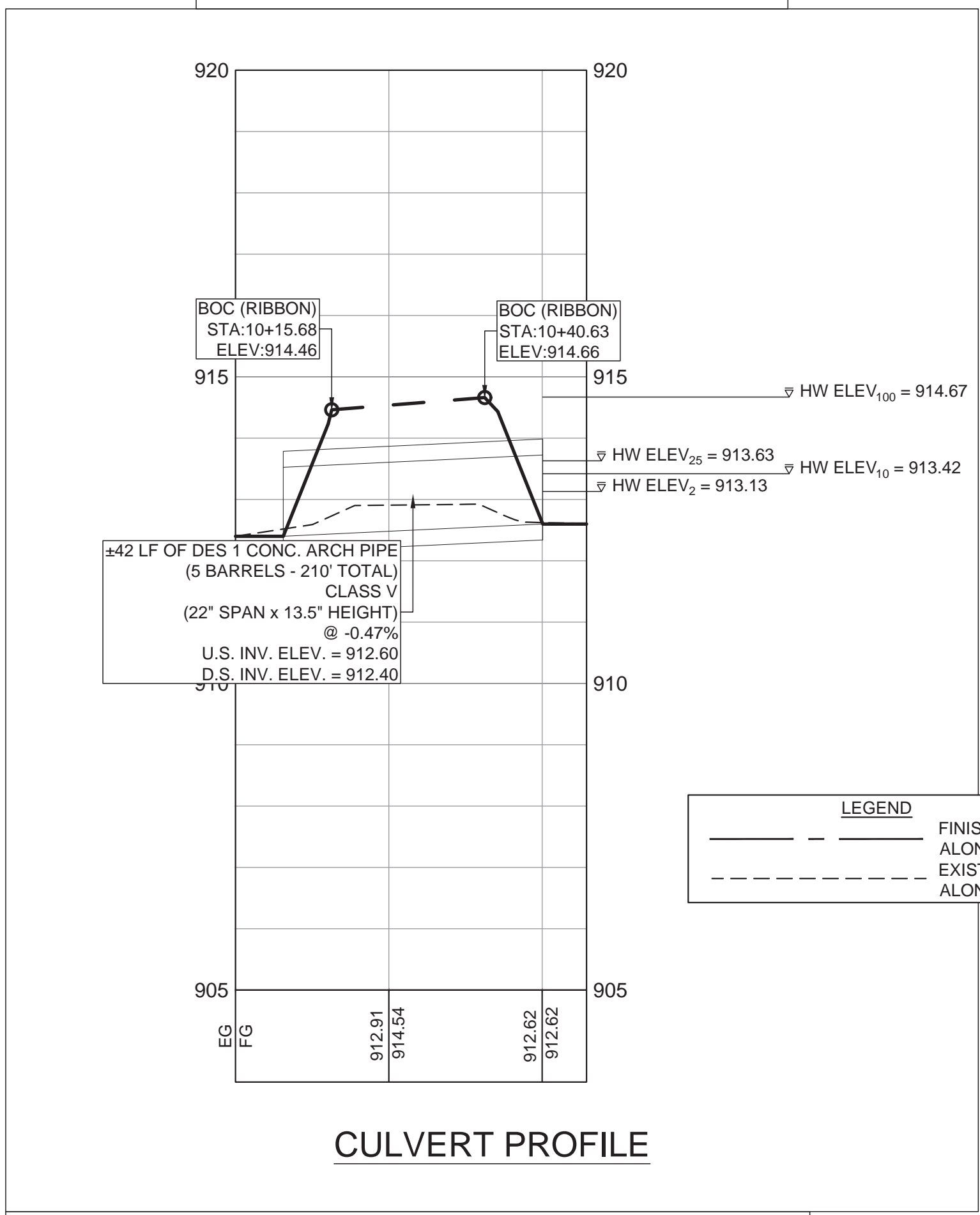


- STORM SEWER NOTES:**
1. CONTRACTOR TO FIELD VERIFY LOCATION AND THE FLOWLINES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF ANY DISCREPANCIES ARE FOUND.
 2. CONTRACTOR SHALL REVIEW EXISTING AS-BUILT DRAWINGS AND COORDINATE WITH ENGINEER REGARDING POTENTIAL CONFLICTS.
 3. CONTRACTOR TO RESTORE EXISTING LANDSCAPE AND TRAILS TO ORIGINAL CONDITION.
 4. CONTRACTOR RESPONSIBLE FOR ALL TRAFFIC CONTROL AND MAINTENANCE.
 5. CONTRACTOR TO FIELD VERIFY LOCATION AND THE FLOWLINES OF ALL EXISTING AND PROPOSED UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF ANY DISCREPANCIES ARE FOUND.
 6. CONTRACTOR TO PROVIDE A MINIMUM 2' CLEARANCE BETWEEN PIPES AT WATER AND STORM SEWER CROSSINGS.
 7. ALL DIMENSIONS ARE TO CENTERLINE OF PIPE UNLESS NOTED OTHERWISE AND MEASURED FROM FLOWLINE OF PIPE TO FLOWLINE OF PIPE.
 8. SLOPED END TREATMENTS SHALL BE CAST-IN-PLACE. PRE-CAST SLOPED END TREATMENTS SHALL NOT BE PERMITTED.



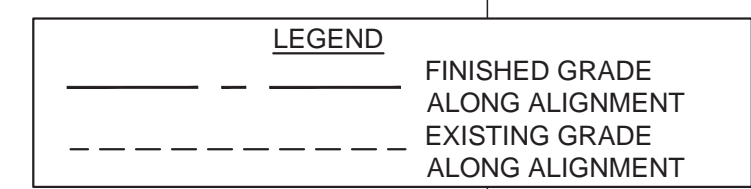
STRUCTURE TABLE

STRUCTURE ID	NORTHING	EASTING
DES 1 ARCH PIPE SET (D.S.)	10177152.4702	3104309.5406
DES 1 ARCH PIPE SET (U.S.)	10177141.7346	3104350.4711



CULVERT SUMMARY

DESIGN STORM	Q (CFS)	VELOCITY (FT/S)	HW ELEV.
2	11.33	3.93	913.13
5	16.38	4.49	913.29
10	20.62	4.92	913.42
25	27.78	5.54	913.63
100	41.58	6.75	914.67



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STORM SEWER PLAN
 WILLIAMSON COUNTY SW REGIONAL PARK
 219 PERRY MAYFIELD BLVD.
 LEANDER, TEXAS

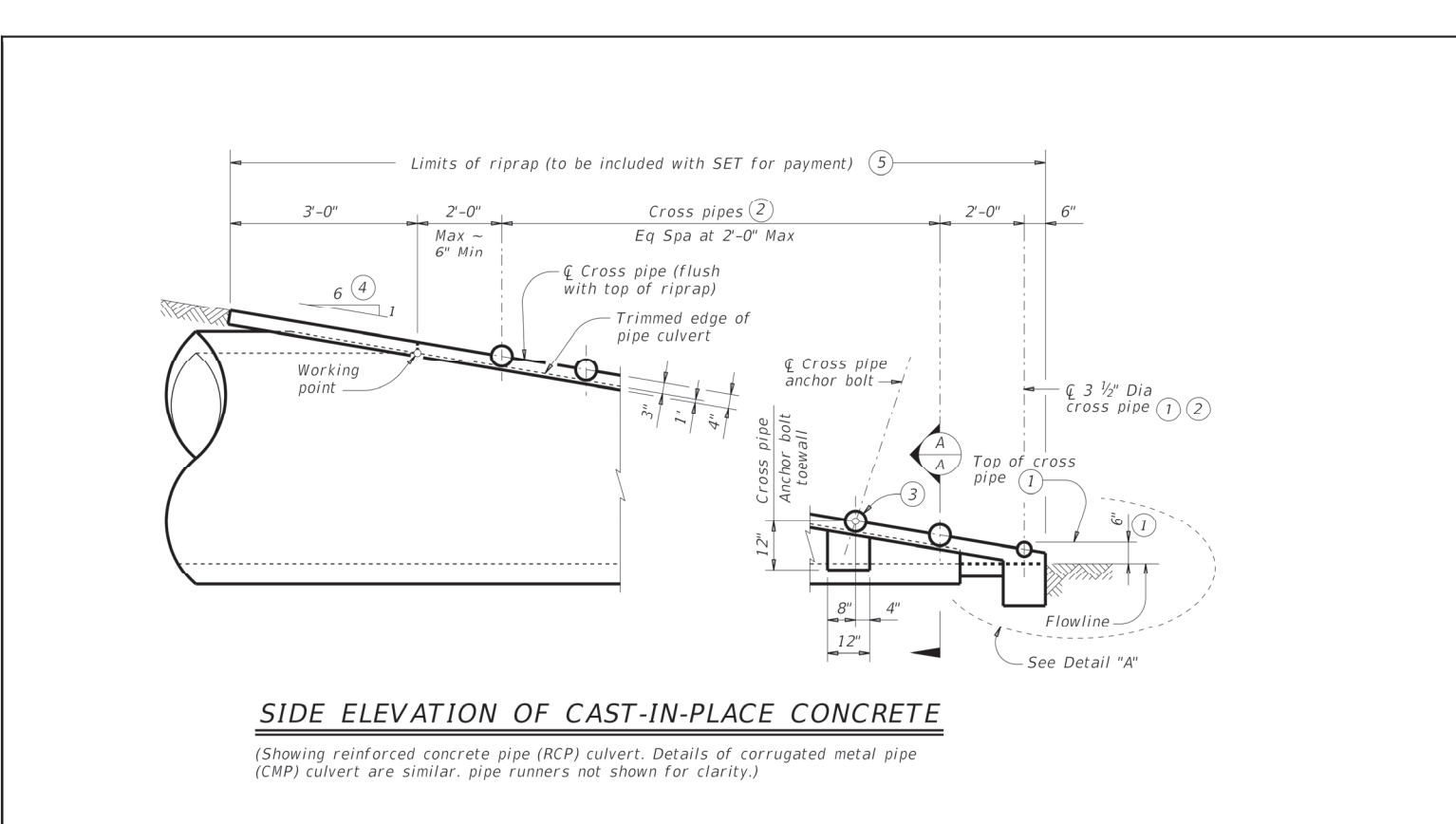


D. Martin Stary
 May 07, 2024

Job No.	Scale (Hor.)	Scale (Vert.)	Checked By:	Date	Drawn By:	Remarks
23-284						
Rev. No.						



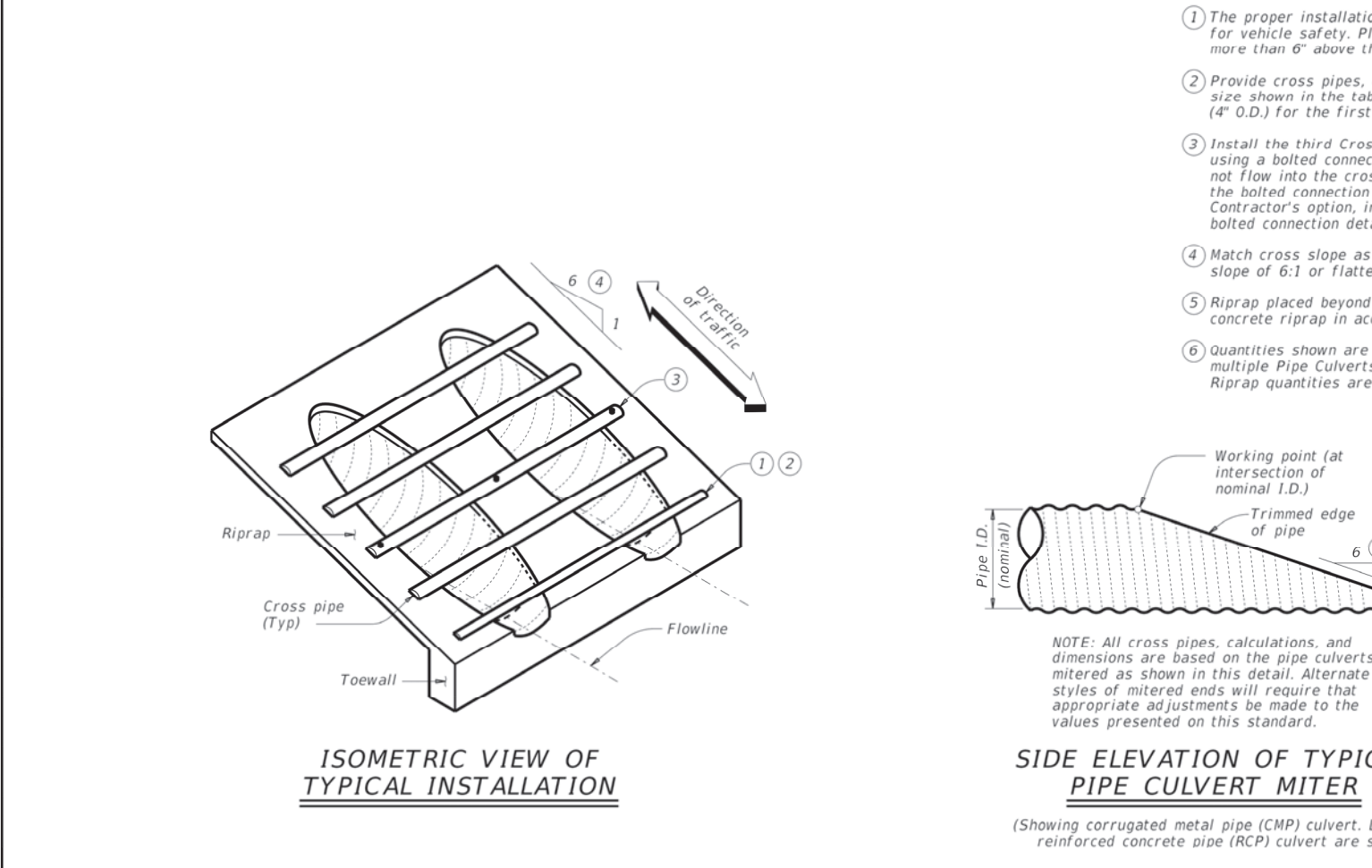
SHEET
 7.0



CROSS PIPE LENGTHS AND REQUIRED PIPE SIZES (2)

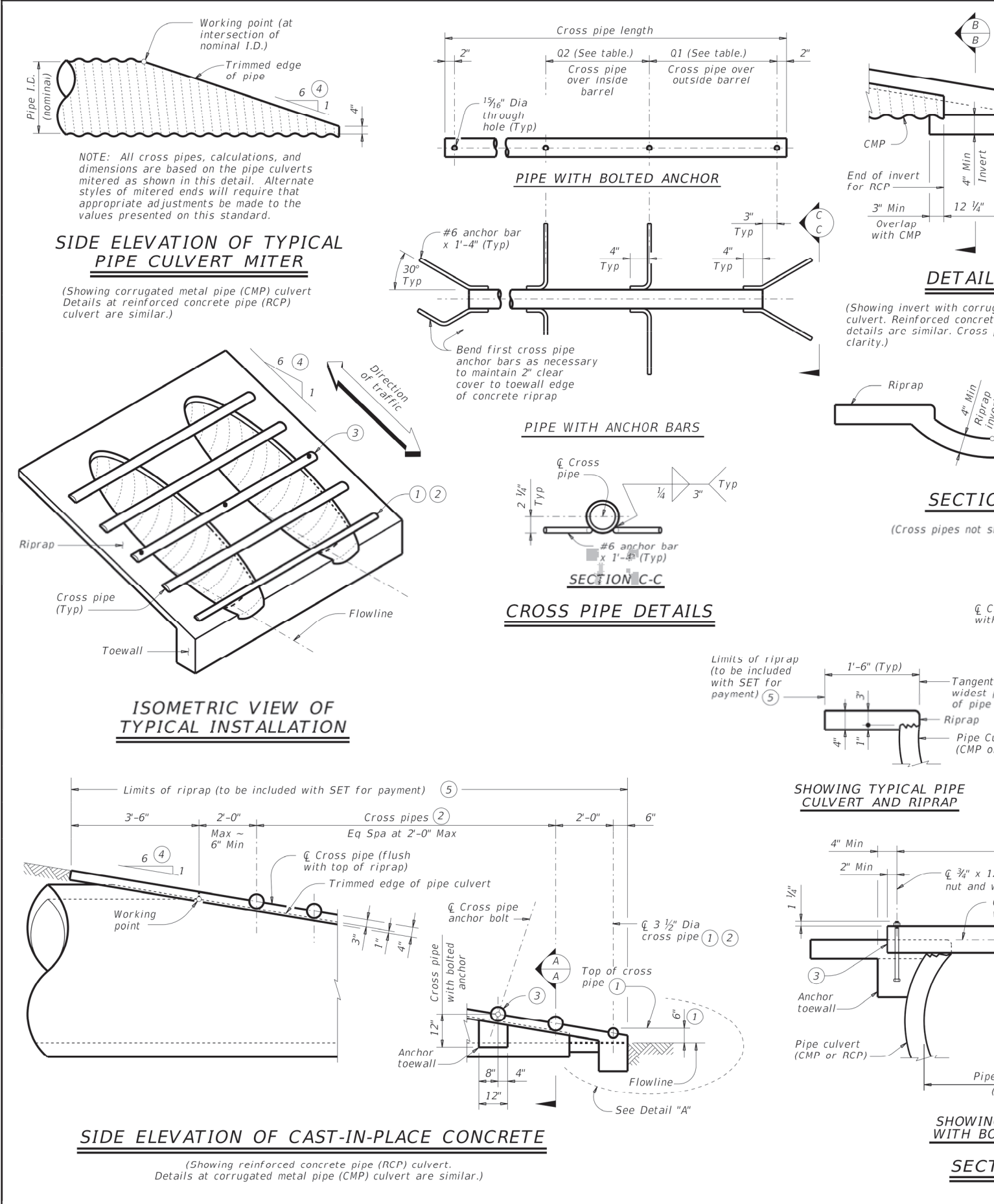
Corrugated Metal Pipe (CMP) Culverts									
Design	Conc Riprap (CY)(6)	Pipe Culvert Span	Pipe Culvert Rise	Single Barrel Spa - G	Multi-Barrel - 01	02	Conditions for Use of Cross Pipes	Cross Pipe Sizes	
1	0.6	17'	12"	1'-0"	N/A	2'-0"	2'-5"	3 or more pipe culverts	3' Std (3,500' O.D.)
2	0.7	21'	15"	1'-2"	N/A	3'-1"	2'-11"	3 or more pipe culverts	3 1/2' Std (4,000' O.D.)
3	0.9	28'	20"	1'-5"	N/A	3'-9"	3'-9"	3 or more pipe culverts	3 1/2' Std (4,000' O.D.)
4	1.0	35'	24"	1'-8"	4'-4"	4'-6"	4'-7"	All pipe culverts	4' Std (4,500' O.D.)
5	1.2	42'	29"	1'-11"	4'-11"	5'-2"	5'-5"	All pipe culverts	4' Std (4,500' O.D.)
6	1.4	49'	33"	2'-2"	5'-6"	5'-11"	6'-3"	All pipe culverts	5' Std (5,563' O.D.)
7	1.6	57'	38"	2'-5"	6'-2"	6'-8"	7'-2"	All pipe culverts	5' Std (5,563' O.D.)
8	1.8	64'	43"	2'-10"	6'-9"	7'-6"	8'-2"	All pipe culverts	5' Std (5,563' O.D.)
9	1.9	71'	47"	3'-2"	7'-4"	8'-3"	9'-1"	All pipe culverts	5' Std (5,563' O.D.)

Reinforced Concrete Pipe (RCP) Culverts									
Design	Conc Riprap (CY)(6)	Pipe Culvert Span	Pipe Culvert Rise	Single Barrel Spa - G	Multi-Barrel - 01	02	Conditions for Use of Cross Pipes	Cross Pipe Sizes	
1	0.6	22'	13 1/2"	1'-0"	N/A	3'-1"	2'-10"	3 or more pipe culverts	3' Std (3,500' O.D.)
2	0.7	26'	15 1/2"	1'-2"	N/A	3'-6"	3'-4"	3 or more pipe culverts	3 1/2' Std (4,000' O.D.)
3	0.9	28 1/2'	18"	1'-5"	N/A	3'-10"	3'-9 1/2"	3 or more pipe culverts	3 1/2' Std (4,000' O.D.)
4	1.0	36 1/2'	22 1/2"	1'-8"	4'-5"	4'-7"	4'-8 1/2"	All pipe culverts	4' Std (4,500' O.D.)
5	1.2	43 1/2'	26 3/8"	1'-11"	5'-1"	5'-4"	5'-6 1/2"	All pipe culverts	4' Std (4,500' O.D.)
6	1.4	51 1/2'	31 3/8"	2'-2"	5'-8"	6'-1"	6'-5 1/2"	All pipe culverts	5' Std (5,563' O.D.)
7	1.6	58 1/2'	36"	2'-5"	6'-4"	6'-10"	7'-3 1/2"	All pipe culverts	5' Std (5,563' O.D.)
8	1.8	65'	40"	2'-10"	7'-0"	7'-7"	8'-3"	All pipe culverts	5' Std (5,563' O.D.)
9	1.9	73'	45"	3'-2"	7'-6"	8'-5"	9'-3"	All pipe culverts	5' Std (5,563' O.D.)



SAFETY END TREATMENT FOR DESIGN 1 TO 9 ARCH PIPE CULVERTS TYPE II - PARALLEL DRAINAGE SETP-PD-A

Nominal Culvert I.D.	Conc Riprap (CY)(6)	Pipe Culvert Spa - G	Single Barrel - 01	Multi-Barrel - 01	02	Conditions for Use of Cross Pipes	Cross Pipe Sizes
12"	0.6	0'-9"	N/A	2'-1"	1'-9"	3 or more pipe culverts	3' Std (3,500' O.D.)
15"	0.7	0'-11"	N/A	2'-5"	2'-2"	3 or more pipe culverts	3 1/2' Std (4,000' O.D.)
18"	0.9	1'-2"	N/A	2'-10"	2'-0"	All pipe culverts	4' Std (4,500' O.D.)
21"	0.9	1'-4"	N/A	3'-2"	3'-1"	All pipe culverts	4' Std (4,500' O.D.)
24"	0.9	1'-7"	N/A	3'-6"	3'-2"	All pipe culverts	4' Std (4,500' O.D.)
27"	1.0	1'-8"	N/A	3'-10"	3'-11"	All pipe culverts	4' Std (4,500' O.D.)
30"	1.1	1'-10"	N/A	4'-2"	4'-4"	All pipe culverts	4' Std (4,500' O.D.)
33"	1.2	1'-11"	4'-2"	4'-5"	4'-8"	All pipe culverts	5' Std (5,563' O.D.)
36"	1.3	2'-1"	4'-5"	4'-9"	5'-1"	All pipe culverts	5' Std (5,563' O.D.)
42"	1.5	2'-4"	4'-11"	5'-5"	5'-10"	All pipe culverts	5' Std (5,563' O.D.)
48"	1.7	2'-7"	5'-5"	6'-0"	6'-7"	All pipe culverts	5' Std (5,563' O.D.)
54"	2.0	3'-0"	6'-11"	6'-9"	7'-6"	All pipe culverts	5' Std (5,563' O.D.)
60"	2.2	3'-3"	6'-5"	7'-4"	8'-3"	All pipe culverts	5' Std (5,563' O.D.)
66"	2.4	3'-3"	6'-11"	7'-10"	8'-9"	All pipe culverts	5' Std (5,563' O.D.)
72"	2.7	3'-4"	7'-5"	8'-5"	9'-4"	All pipe culverts	5' Std (5,563' O.D.)

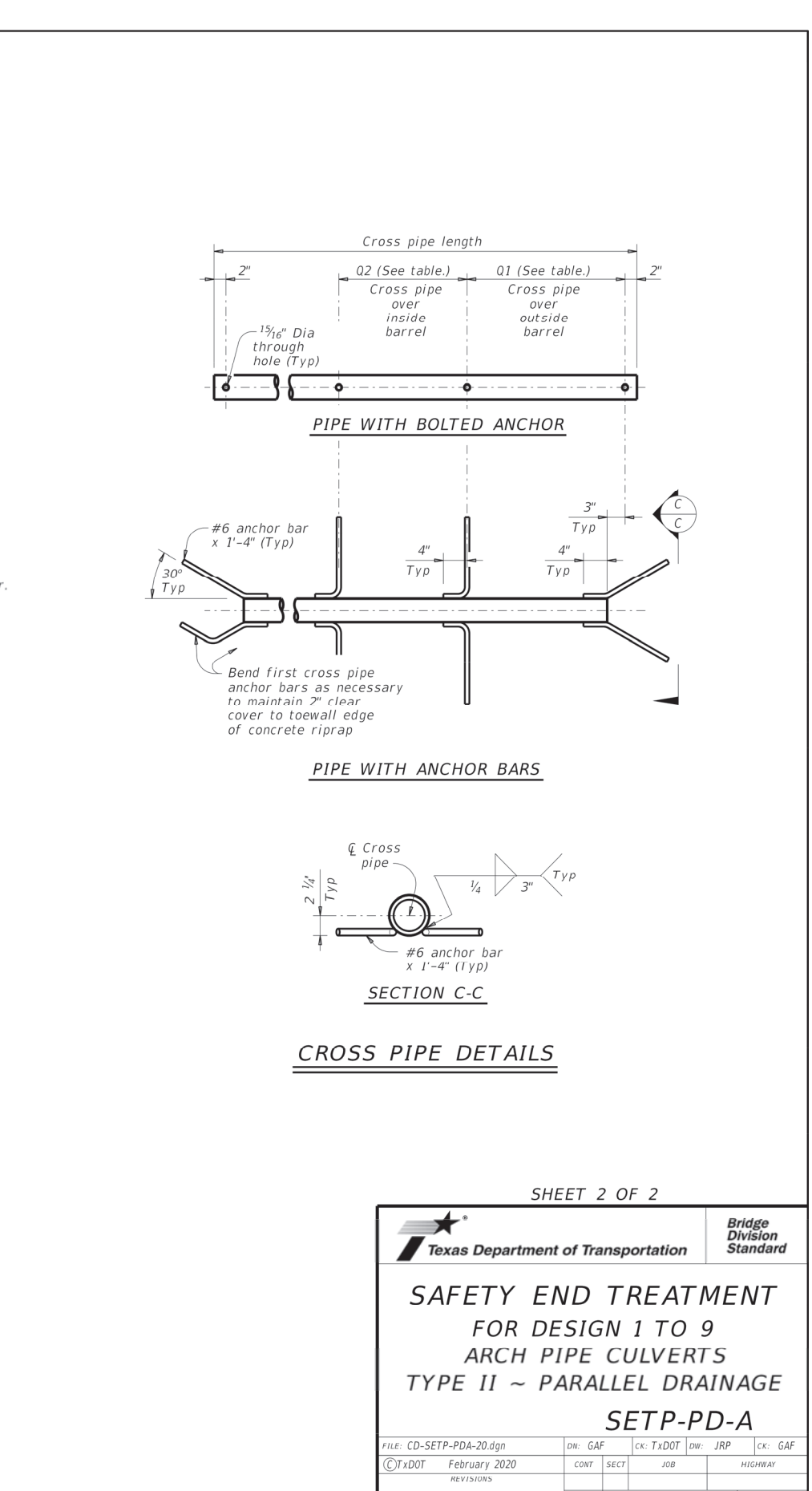
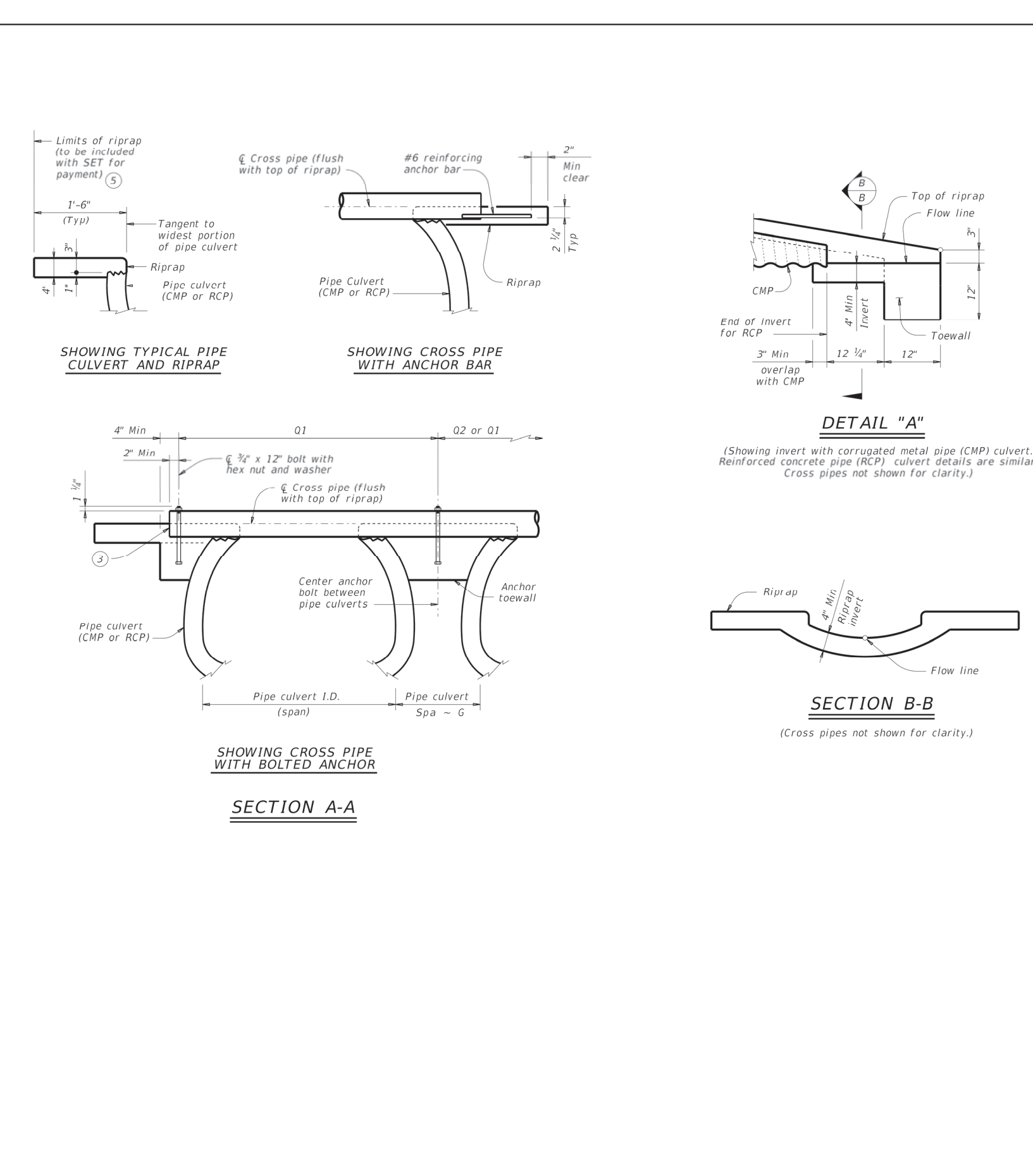


SAFETY END TREATMENT FOR 12" DIA TO 72" DIA PIPE CULVERTS TYPE II - PARALLEL DRAINAGE SETP-PD

Nominal Culvert I.D.	Conc Riprap (CY)(6)	Pipe Culvert Spa - G	Single Barrel - 01	Multi-Barrel - 01	02	Conditions for Use of Cross Pipes	Cross Pipe Sizes
12"	0.6	0'-9"	N/A	2'-1"	1'-9"	3 or more pipe culverts	3' Std (3,500' O.D.)
15"	0.7	0'-11"	N/A	2'-5"	2'-2"	3 or more pipe culverts	3 1/2' Std (4,000' O.D.)
18"	0.9	1'-2"	N/A	2'-10"	2'-0"	All pipe culverts	4' Std (4,500' O.D.)
21"	0.9	1'-4"	N/A	3'-2"	3'-1"	All pipe culverts	4' Std (4,500' O.D.)
24"	0.9	1'-7"	N/A	3'-6"	3'-2"	All pipe culverts	4' Std (4,500' O.D.)
27"	1.0	1'-8"	N/A	3'-10"	3'-11"	All pipe culverts	4' Std (4,500' O.D.)
30"	1.1	1'-10"	N/A	4'-2"	4'-4"	All pipe culverts	4' Std (4,500' O.D.)
33"	1.2	1'-11"	4'-2"	4'-5"	4'-8"	All pipe culverts	5' Std (5,563' O.D.)
36"	1.3	2'-1"	4'-5"	4'-9"	5'-1"	All pipe culverts	5' Std (5,563' O.D.)
42"	1.5	2'-4"	4'-11"	5'-5"	5'-10"	All pipe culverts	5' Std (5,563' O.D.)
48"	1.7	2'-7"	5'-5"	6'-0"	6'-7"	All pipe culverts	5' Std (5,563' O.D.)
54"	2.0	3'-0"	6'-11"	6'-9"	7'-6"	All pipe culverts	5' Std (5,563' O.D.)
60"	2.2	3'-3"	6'-5"	7'-4"	8'-3"	All pipe culverts	5' Std (5,563' O.D.)
66"	2.4	3'-3"	6'-11"	7'-10"	8'-9"	All pipe culverts	5' Std (5,563' O.D.)
72"	2.7	3'-4"	7'-5"	8'-5"	9'-4"	All pipe culverts	5' Std (5,563' O.D.)

Job No. 23-284
Date: May 07, 2024
Scale (Hor.):
Scale (Ver.):
Checked By:
Date:
Drawn By:
Date:
Remarks:

Job No. 23-284
Date: May 07, 2024
Scale (Hor.):
Scale (Ver.):
Checked By:
Date:
Drawn By:
Date:
Remarks:



SAFETY END TREATMENT FOR DESIGN 1 TO 9 ARCH PIPE CULVERTS TYPE II - PARALLEL DRAINAGE SETP-PD-A

Nominal Culvert I.D.	Conc Riprap (CY)(6)	Pipe Culvert Spa - G	Single Barrel - 01	Multi-Barrel - 01	02	Conditions for Use of Cross Pipes	Cross Pipe Sizes
12"	0.6	0'-9"	N/A	2'-1"	1'-9"	3 or more pipe culverts	3' Std (3,500' O.D.)
15"	0.7	0'-11"	N/A	2'-5"	2'-2"	3 or more pipe culverts	3 1/2' Std (4,000' O.D.)
18"	0.9	1'-2"	N/A	2'-10"	2'-0"	All pipe culverts	4' Std (4,500' O.D.)
21"	0.9	1'-4"	N/A	3'-2"	3'-1"	All pipe culverts	4' Std (4,500' O.D.)
24"	0.9	1'-7"	N/A	3'-6"	3'-2"	All pipe culverts	4' Std (4,500' O.D.)
27"	1.0	1'-8"	N/A	3'-10"	3'-11"	All pipe culverts	4' Std (4,500' O.D.)
30"	1.1	1'-10"	N/A	4'-2"	4'-4"	All pipe culverts	4' Std (4,500' O.D.)
33"	1.2	1'-11"	4'-2"	4'-5"	4'-8"	All pipe culverts	5' Std (5,563' O.D.)
36"	1.3	2'-1"	4'-5"	4'-9"	5'-1"	All pipe culverts	5' Std (5,563' O.D.)
42"	1.5	2'-4"	4'-11"	5'-5"	5'-10"	All pipe culverts	5' Std (5,563' O.D.)
48"	1.7	2'-7"	5'-5"	6'-0"	6'-7"	All pipe culverts	5' Std (5,563' O.D.)
54"	2.0	3'-0"	6'-11"	6'-9"	7'-6"	All pipe culverts	5' Std (5,563' O.D.)
60"	2.2	3'-3"	6'-5"	7'-4"	8'-3"	All pipe culverts	5' Std (5,563' O.D.)
66"	2.4	3'-3"	6'-11"	7'-10"	8'-9"	All pipe culverts	5' Std (5,563' O.D.)
72"	2.7	3'-4"	7'-5"	8'-5"	9'-4"	All pipe culverts	5' Std (5,563' O.D.)



Job No. 23-284
Date: May 07, 2024
Scale (Hor.):
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Checked By:
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Remarks:

K.C. ENGINEERING, INC.
CONSULTING ENGINEERS
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OFFICE: 830-693-5635 FAX: 830-693-9664
Email: info@kceengineering.com
REGISTRATION # F-000977

ENGINEERING
K.C.
1986

STORM SEWER DETAILS
(1 OF 1)
WILLIAMSON COUNTY SW REGIONAL PARK
219 PERRY MAYFIELD BLVD.
LEANDER, TEXAS

STATE OF TEXAS
D. MARTIN STARY
102414
LICENSED PROFESSIONAL ENGINEER
D. Martin Stary
May 07, 2024

Job No. 23-284
Date: May 07, 2024
Scale (Hor.):
Scale (Ver.):
Checked By:
Date:
Drawn By:
Date:
Remarks:

SHEET
7.1

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
Aggregate policy limits:	\$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
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Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000

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**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 CLAIMS AND DISPUTES**

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

2.6.2

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

2.6.3

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

2.6.4

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

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1

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

3.1.2

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

3.1.3

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

- .3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. 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-Authority (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.



May 13, 2024

Williamson County Facilities

3101 SE Inner Loop
Georgetown, TX 78626

Proposal No.: [REDACTED]

Reference: SWRP Disc Golf Parking Lot Paving

Contract No.: Buy Board 728-24

Attention: Daryl Mutz

We propose to furnish labor, material and equipment for the SWRP Disc Golf Parking Lot Paving project for the sum as follows:

Proposal Breakdown		
RS Means Cost		\$418,017.59
Coefficient	0.98	\$8,360.35
Sub Total		\$409,657.24
Bond	2.5%	\$10,241.43
PROPOSAL TOTAL		\$419,898.67

Four Hundred Nineteen Thousand Eight Hundred Ninety-Eight and 67/100 ----- Dollars

I. Documents: Preliminary Drawings dated April 2024, Job # 23-284

A. Drawing Numbers:

B. Specifications:

II. Scope of Work: ***Based off of Williamson County preliminary drawings dated April 2024, Job # 23-284***

Install temporary fencing around jobsite
Install erosion controls per plan
Setup traffic barricades to block work area from street traffic
Strip site 2" and haul strippings offsite
Cut and fill site to proposed sugrade
Haul off excess spoils
Moisture condition subgrade
Install 8" crushed limestone below asphalt paving areas
Install 6" crushed limestone base below sidewalk and driveway
Install concrete ribbon curb per plans
Install approx. 17,140 sf of 2" asphalt paving
Install concrete sidewalks per plans
Install concrete driveway per plans
Install signage, striping, and wheel stops per plan
Install approx. 210 lf of rcp arch pipe below driveway (class IV)
Install SET's on arch pipe per plan
Install 3" irrigation sleeve per plan
Daily cleaning

III. Exclusions:

Sales tax, overtime, permit fees
Any work other than what is listed above
The relocation, removal, identification or rerouting of existing underground or overhead obstructions that may be in the way of new construction items.
Epoxy coated rebar
Landscaping
Field Office
Rock excavation if required (no geotech provided)
SWPP

IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.



Kady Williams
Construction Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2024-1175933

Date Filed:
06/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
728-24
Southwest Regional Park Disc Golf Parking Pave

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is John Castro, and my date of birth is [REDACTED].

My address is [REDACTED], Grand Prairie, TX, 75050, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 14 day of June, 2024.
(month) (year)

[Signature]
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.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

Certificate Number:
2024-1175933

Date Filed:
06/14/2024

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

Date Acknowledged:
06/17/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
728-24
Southwest Regional Park Disc Golf Parking Pave

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro , John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

34.

Meeting Date: 06/25/2024

Approval of Renewal #1 for Contract #23RFP9 Vending Machine Services: Beverages & Snacks for Facilities Management

Submitted For: Joy Simonton

Submitted By: Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of contract #23RFP9 Vending Machine Services: Beverages & Snacks, renewal period #1, with Compass Group USA - Canteen for the same pricing, terms and conditions as the existing contract, as detailed in the attached proposal, for the term of October 01, 2024 - September 30, 2025.

Background

This is the first extension renewal for the Vending Machine Services: Beverages & Snacks for Williamson County. Facilities Management has confirmed the vendor met all County requirements for this contract and requests renewal. This is a revenue-generating service. Christi Stromberg is the Point of Contact.

Fiscal Impact

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

Attachments

Renewal #1 Form
1295 Form

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Andrew Portillo
Final Approval Date: 06/20/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/19/2024 11:05 PM
06/20/2024 08:53 AM
Started On: 06/18/2024 02:27 PM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP9	Department:	FACILITIES MANAGEMENT
Vendor Name:	COMPASS GROUP USA/CANTEEN		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR VENDING MACHINE SERVICES BEVERAGES AND SNACKS			
Type of Contract:	RFP	Start Date:	10/01/2024
Purchasing Contact:	KIM CHAPPIUS	End Date:	09/30/2025
Department Contact:	CHRISTI STROMBERG OR SHANTIL MOORE		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- **PLEASE INCLUDE THE FOLLOWING:**
 - COMPLETED 1295 FORM; AND
 - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of five (5) one (1) year renewal option periods:**

Renewal Option Period 1 OCTOBER 1, 2024 – SEPTEMBER 30, 2025
 Initial Contract Period MARCH 21, 2023 – SEPTEMBER 30, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Compass Group USA, Inc., by and through its Canteen Division

Williamson County, 710 Main St., Georgetown, TX 78626

Name Shawn Grider

Bill Gravell, Jr

Title Division President

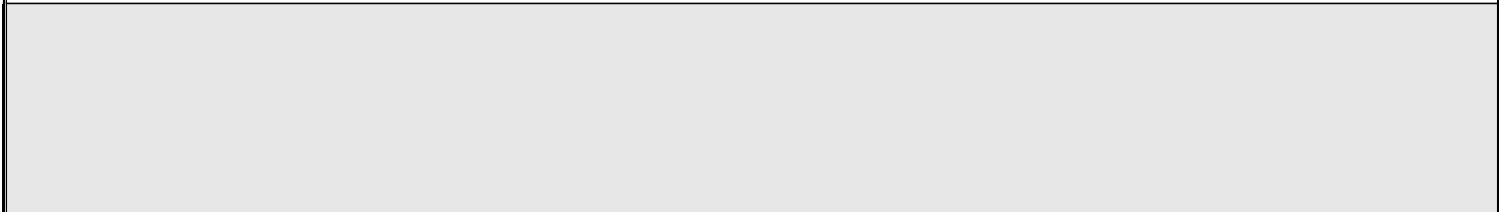
Williamson County Judge

Signature *Shawn Grider*
4F4DD844CA1C488...

Signature _____

Date June 17, 2024

Date _____



ATTACHMENT 1 SITES

Sheriff Administration, 508 South Rock Street, Georgetown. Vending Type: 1 beverage and 1 snack machine

Williamson County Jail, 508 South Rock Street, Georgetown. Vending Type: 1 beverage and 1 snack machine

Justice Center, 405 MLK, Georgetown. Vending Type: 2 beverage and 1 snack machine; Micro Market: 1 beverage, 1 fresh, and 1 snack

Road & Bridge, 3151 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Inner Loop Annex, 301 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Juvenile Justice Center, 200 Wilco Way, Georgetown. Vending Type: 1 beverage and 1 snack machine

Round Rock Jester, 1801 E Old Settlers Road, Round Rock, Vending Type: 1 beverage and 1 snack machine

Emergency Services Operations Center, 911 Tracy Chambers Lane, Georgetown. Vending Type: 1 beverage and 1 snack machine

Sheriff Office Training Center, 8160 Chandler Road, Hutto. Vending Type: 1 beverage and 1 snack machine; Micro Market: 1 beverage, 1 fresh, and 1 snack

EMS Training, 3189 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Georgetown Annex, 100 Wilco Way, Georgetown. Vending Type: 1 beverage and 1 snack machine

ATTACHMENT 2 MASTER VENDING LIST FY24 & FY25 Pricing

VENDING PRODUCT LIST FOR WILLIAMSON COUNTY

SNACK PLANOGRAM PRICING OPTION #1

	1	2	3	4	5	Healthy
	Cheetos Crunchy 2oz SKU 2636	Doritos Nacho Cheese 1.75oz SKU 2707	Ruffles CSC 1.5oz SKU 3073	Funyuns 1.25oz SKU 5430	Smtfd Wht Chr Popcorn 1oz SKU 3098	Dot's 74789
Price	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Cheetos Flamin' Hot SKU 7282	Lay's Regular 1.5oz SKU 2881	Fritos Chili Cheese 2.0oz SKU 2733	Ruffles Queso SKU 134476	Smtfd White Cheddar Popcorn 1.0oz SKU 3098	Sunchip Garden Salsa 1.5oz SKU 3121
Price	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Sabritas Turbo's 10090	Lay's Kettle Jalapeno 1.375oz SKU 7292	Chester's Flamin' Hot Fries 1.75oz SKU 10230	Garden of Eatin' 1.75oz SKU 2751	Veggie Wheat Thins 1.75oz SKU 2987	Baked Cheetos FI Hot 1.5oz SKU 7614
Price	\$1.35	\$1.35	\$1.35	\$1.50 #	\$1.35	\$1.35
Cap/Fill	9	9	9	9	9	9
Col ID						
	Grandmas Vanilla Crème 3.71oz SKU 5528	Famous Amos ChocChip 3.0oz SKU 2722	Cheeze-Its 2oz SKU 2639	Oreo Mini Bites 3.02oz SKU 3018	Zoo Animal Crackers 2.0oz SKU 5557	Kellogg's Fruit Snacks SKU 509
Price	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Cap/Fill	9	9	9	9	9	15
Col ID						
	Reese PB Cups	Kit Kat Bar	Crunch Bar 1.55oz SKU 1076	Snickers 1.86oz SKU 68310	Twix 1.79oz SKU 68311	M&M Peanut 1.74oz SKU 68306
Price	\$2.00 2	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Cap/Fill	15	15	15	15	15	15
Col ID						
	Sour Patch Kids 2.0oz SKU 5272	3 Muskleeters 1.92oz SKU 19530	Skittles Original 2.17oz SKU 68323	Planter Peanuts 2.0oz SKU 3038	Muchies Chz Pnut But SKU 10363	Tillamook Beef Stack SKU 87141
Price	\$2.00	\$2.00	\$2.00	\$1.00	\$1.00	\$2.00
Cap/Fill	15	15	15	15	15	15
Col ID						
	Little Debbie Oatmeal Pie SKU 16879	Pringles SCO SKU 20572	Cloverhill Big Tex Cinnamon Roll 4.0oz SKU 2683	Fieldstone Bun 4oz SKU 78035	Rice Krispy Treats 2.13oz SKU 10335	JL Teriy Beef Nuggets 1 oz SKU 9485
Price	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$2.00
Cap/Fill	12	6	12	12	12	15
Col ID						
	<i>Non Crane Mach</i>					
	Lifesavers PepOMint SKU 6821	Wrigley Juicy Fruit 6 ct SKU 5551	Wrigley Doublemint 6 ct SKU 3183	Wrigley Big Red 6 ct SKU 1126	Extra Spearmint 14ct SKU 1086	Extra Peppermint 14 Ct SKU 1083
Price	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Cap/Fill						
Col ID						

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

Certificate Number:
2024-1176640

Date Filed:
06/17/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Compass Group USA, Inc. by and through its Canteen Division
Carrollton , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Sherriff's Office

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.
23RFP9
Vending

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 Shawn Grider, and my date of birth is [REDACTED].

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

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

Executed in Dallas County, State of TX, on the 17 day of June, 2024.
(month) (year)

DocuSigned by:
Shawn Grider
4E4DD844CA1C488

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**

Certificate Number:
2024-1176640

Date Filed:
06/17/2024

Date Acknowledged:
06/18/2024

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

Compass Group USA, Inc. by and through its Canteen Division
Carrollton , TX United States

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

Williamson County Sherriff's Office

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.

23RFP9
Vending

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

35.

Meeting Date: 06/25/2024

Sonterra Blvd. Huitt-Zollars PSA Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Sonterra Boulevard contract between Williamson County and Huitt-Zollars, Inc. relating to the 2023 Road Bond Program.
Project: P685 Fund Source: Road Bonds

Background

The Huitt-Zollars Contract Amendment No. 1 amends the compensation cap by \$60,000.00 from \$100,000.00 to \$160,000.00. This will allow for the execution of Supplemental #1 to Work Authorization #1 authorizing the addition of design of a right turn lane to the Northbound Frontage Road of I-35.

Fiscal Impact

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

Attachments

SonterraBlvd-HZ-Amendment01

SonterraBlvd-HZ-WA01Supp01

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 10:11 AM

Started On: 06/19/2024 06:39 PM

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: SONTERRA BOULEVARD
("Project")

THIS CONTRACT AMENDMENT NO. 01 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Huitt-Zollars, Inc** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective June 4, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$100,000; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$100,000 to \$160,000, reflecting a total increase of \$60,000.

All other terms of the Contract are unchanged and will remain in full force and effect.

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
SONTERRA BOULEVARD

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Huitt-Zollars, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective April 16, 2024 (the “Work Authorization”);

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

- I. The Services to be Provided by the Engineer that were set out in the original Attachment “B” of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment “B-1” (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$84,790.00 to \$128,135.00, reflecting an increase of \$43,345.00. The revised Fee Schedule is attached hereto as Attachment “D” (must be attached).
- III. The Work Authorization shall terminate on December 31, 2024. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

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

**ATTACHMENT B-1
SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE
ENGINEER
ENGINEERING FOR SONTERRA BOULEVARD**

PROJECT DESCRIPTION

This supplemental work authorization (SWA) amends and revises the original work authorization (WA) Sonterra Boulevard. SWA01 to WA01 includes the following:

- The addition of a right turn lane to the northbound frontage road of IH-35 (right turn lane)(project).

The additional work resulting from these modifications is outlined below.

1. **PROJECT MANAGEMENT**

a. **COMMUNICATION:**

- No additional scope under this SWA.

b. **MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (3 additional months assumed):**

- No additional scope under this SWA.

c. **QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:**

- No additional scope under this SWA.

d. **PROJECT COORDINATION & ADMINISTRATION:**

- No additional scope under this SWA.

e. **PROGRESS/COORDINATION MEETINGS (3 additional external meetings assumed):**

- No additional scope under this SWA.

f. **PROJECT SCHEDULE:**

- No additional scope under this SWA.

g. **PROJECT DOCUMENTS/FILES:**

- All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. PUBLIC INVOLVEMENT

- No additional scope under this SWA.

3. UTILITY COORDINATION SUPPORT

As this is a Road Bond Project, direct coordination with utilities will be conducted through the County's existing utility coordination contract with Cobb Fendley and Associates. The Engineer will provide support as described below:

a. INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS

- No additional scope under this SWA.

b. UTILITY MEETINGS

- No additional scope under this SWA.

As no meetings have been scheduled to date, it is presumed that any forthcoming meetings will include utility information in the vicinity of the proposed right turn lane.

c. DELIVERABLES:

- No additional scope under this SWA.

4. SURVEYING

- a. All surveying services, including but not limited to topographic, boundary, ROW/easement documents, etc., will be performed by Williamson County.

5. ENVIRONMENTAL SERVICES

- No additional scope under this SWA.

6. PLAN PREPARATION

- a. Plans shall be prepared per **Wilco and TxDOT** criteria including applicable submittal requirements per PS&E Development Plan Submittal Checklist including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.
- b. DESIGN CRITERIA & SCHEMATIC LEVEL EXHIBIT (for County Coordination with TxDOT):
 - Review TxDOT Roadway Design Manual for design criteria.
 - Submit a Design Summary Form (DSF) **and Design Summary Report (DSR)** and note any recommend changes to the previously approved design criteria.
 - Prepare a schematic level exhibit of the Project showing proposed project limits, typical sections, ROW, edge of pavement, existing utilities, and preliminary drainage (pipe and/or ditch locations).
- c. ROADWAY:
 - Prepare horizontal and vertical alignment of the right turn lane, existing and proposed typical sections, in addition to any necessary cross sections created at appropriate increments.
 - Prepare project layout sheets that identify the project area and limits of work.
 - Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.
- d. DRAINAGE:
 - Prepare hydraulic calculations for the design of drainage structures on the project and inclusion in the plans.
 - Develop drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data.
 - Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, minimum side slopes, and erosion and sedimentation control.
 - All work will be within existing ROW and will be limited to the addition of the right turn lane, shoulder, and drainage improvements required, therefore no detention is required.
- e. SIGNING, MARKINGS, & SIGNALIZATION:

- Prepare signing and marking layout per current version of Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

f. TRAFFIC CONTROL:

- Prepare traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

g. WATER QUALITY:

- Prepare water quality temporary and permanent Best Management Practices (BMPs) to comply with Texas Commission on Environmental Quality (TCEQ) regulations.
- Prepare Stormwater Pollution Prevention Plan (SWPPP) and EPIC Sheet.

h. DELIVERABLES:

- Informal Schematic Level Exhibit and Typical Section of Right Turn Lane for TxDOT Concurrence
- 60% PS&E Submittal; per 60% Plan Submittal Checklist
- 100% PS&E Submittal; per 100%/Final Plan Submittal Checklist
- Final PS&E Submittal; see 100%/Final Plan Submittal Checklist

7. PERMITS

a. **City of Jarrell Coordination and Permitting :**

- **No additional scope under this SWA. Williamson County is to lead all permitting and coordination efforts with the City of Jarrell including but limited to preparing and submitting all permit applications, forms, etc.**

b. **TxDOT Coordination and Permitting :**

- **No additional scope under this SWA. Williamson County is to lead all permitting and coordination efforts with TxDOT including but limited to preparing and submitting all permit applications, forms, etc.**

8. BIDDING PHASE SERVICES

a. BIDDING PHASE SERVICES:

- Prepare all applicable construction documents for bidding including final signed and sealed plans with any joint bid utility plans incorporated; final general notes, specification list, special specifications and signed & sealed cover for project construction manual. Final construction time determination which also includes any joint bid utilities.
- Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder. Attend the pre-construction conference.

b. DELIVERABLES:

- Signed and sealed final bid documents
- Addenda as necessary
- Bid analysis and recommendation for award

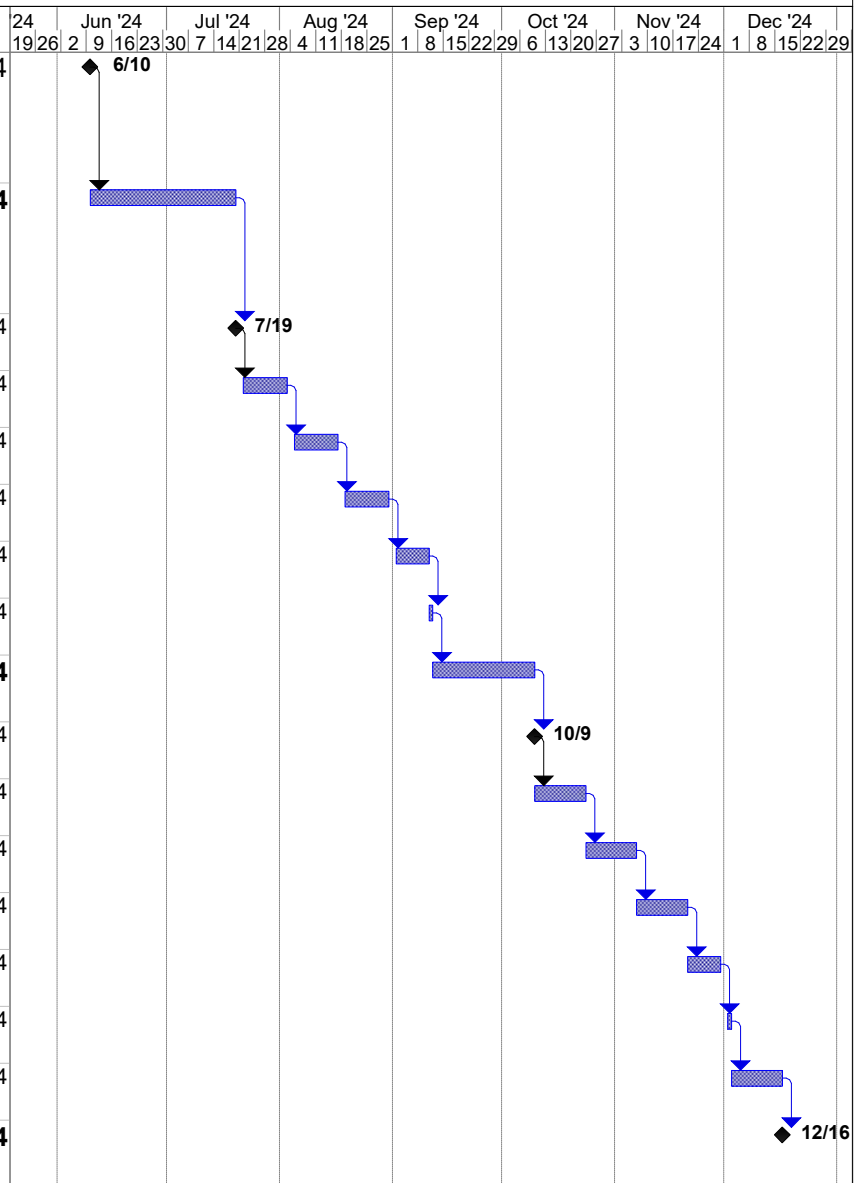
9. EXCLUSIONS

- a. Surveying Services, including but not limited to topographic, boundary, ROW/easement documents, etc.
- b. One (1) Environmental Permits, Issues, and Commitments (EPIC) sheet will be included in the plans to comply with TxDOT Local Government Project Procedures (LGPP) requirements. No other environmental services or agency coordination is included based on location and prior disturbance.
- c. No additional time for project management, progress reporting, work product submittals, addressing review comments, or other items specified. It is presumed that comments will be limited and that the County will perform all coordination for this SWA1 within the timeframe discussed in the original contract. The hours set aside for these and other items not a part of this SWA1 will be up to the hours specified in the original WA1.
- d. Route and Design Studies
- e. Right of Way (ROW) Mapping
- f. Condemnation Support
- g. Schematic Development
- h. Drainage Study

- i. Geotechnical Services. Williamson County and/or TxDOT is to provide the pavement cross section to be used for the right turn lane.
- j. Construction Phase Services.

Williamson County Sonterra Boulevard with NB Right Turn Lane Preliminary Schedule

ID	Task Name	Duration	Start	Finish	24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24											
					19/26	29	16/23	30	7	14/21	28	4	11/18	25	1	8	15/22	29	6	13/20	27	3	10/17
1	Notice to Proceed with Adding Right Turn Lane	0 days	Mon 6/10/24	Mon 6/10/24		◆ 6/10																	
2	60% Design (Presuming County Survey is Provided by Start Date)	30 days	Mon 6/10/24	Fri 7/19/24																			
3	60% Design Submittal	0 days	Fri 7/19/24	Fri 7/19/24																			
4	County Review 1	10 days	Mon 7/22/24	Fri 8/2/24																			
5	Address Comments 1	10 days	Mon 8/5/24	Fri 8/16/24																			
6	County Review 2	10 days	Mon 8/19/24	Fri 8/30/24																			
7	Address Comments 2	7 days	Mon 9/2/24	Tue 9/10/24																			
8	Final Comment Resolution Meeting	1 day	Wed 9/11/24	Wed 9/11/24																			
9	100% Design	20 days	Thu 9/12/24	Wed 10/9/24																			
10	100% Design Submittal	0 days	Wed 10/9/24	Wed 10/9/24																			
11	County Review 1	10 days	Thu 10/10/24	Wed 10/23/24																			
12	Address Comments 1	10 days	Thu 10/24/24	Wed 11/6/24																			
13	County Review 2	10 days	Thu 11/7/24	Wed 11/20/24																			
14	Address Comments 2	7 days	Thu 11/21/24	Fri 11/29/24																			
15	Final Comment Resolution Meeting	1 day	Mon 12/2/24	Mon 12/2/24																			
16	Prepare Final Design & Bid Package	10 days	Tue 12/3/24	Mon 12/16/24																			
17	Final Design & Bid Package Submittal	0 days	Mon 12/16/24	Mon 12/16/24																			



ATTACHMENT D

FEE SCHEDULE SUMMARY

**Prime: HUITT-ZOLLARS
Project: Sonterra Boulevard**

SUMMARY

DESCRIPTION	TOTAL
Project Management - Subtotal (assume no additional time, hours are limited to original contract)	\$0.00
Work Product No. 1 - 60% Design (Estimated 45 Calendar Days)	\$27,210.00
Work Product No. 2 - 100% Design (Estimated 30 Calendar Days)	\$12,525.00
Work Product No. 3 - Bidding and Negotiation Phase (Estimated 30 Calendar Days)	\$3,110.00
LABOR COST	\$42,845.00
TOTAL DIRECT EXPENSES	\$500.00
TOTAL	\$43,345.00

ATTACHMENT D

FEE SCHEDULE

Prime: HUITT-ZOLLARS

Project: Sonterra Boulevard

	No. of Sheets	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost	
Project Management - Subtotal (assume no additional time, hours are limited to original contract)																			
a. Communication																	0	\$0.00	
b. Monthly Progress Reports, Invoices & Billings																	0	\$0.00	
Prepare monthly invoices and progress reports																	0	\$0.00	
c. QA/QC Plan																	0	\$0.00	
Prepare QA/QC plan																	0	\$0.00	
d. Project Coordination & Administration																	0	\$0.00	
Prepare & maintain routine project record keeping																	0	\$0.00	
Manage project (County coordination)																	0	\$0.00	
Attend Utility Coordination Meetings																	0	\$0.00	
Attend Coordination Meeting with City of Jarrell																	0	\$0.00	
Attend Coordination Meeting with TxDOT																	0	\$0.00	
e. Progress/Coordination Meetings																	0	\$0.00	
Attend coordination/progress meeting																	0	\$0.00	
Prepare agenda, sign-in sheets, meeting minutes																	0	\$0.00	
f. Project Schedule																	0	\$0.00	
Develop project schedule																	0	\$0.00	
Monthly schedule update																	0	\$0.00	
Labor Hours - Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$170.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00			
Project Management - Subtotal		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	

FEE SCHEDULE

Prime: HUITT-ZOLLARS

Project: Sonterra Boulevard

	No. of Sheets	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
Work Product No. 1 - 60% Design (Estimated 45 Calendar Days)																		
1. 30%/Schematic Level Exhibit Development																	0	\$0.00
a. Develop Exhibit																	0	\$0.00
1. 30% Schematic Level Exhibit of Right Turn Lane (for County Coordination with TxDOT)				2		4				8							14	\$2,840.00
2. 30% Schematic Level Typical Sections (for County Coordination with TxDOT)				1		2				4							7	\$1,420.00
2. Prepare Work Product: 60% Design & Plan Development, Deliverables																	0	\$0.00
a. Develop 60% Plans:																	0	\$0.00
1. Cover sheet indicating project name and number																	0	\$0.00
2. 60% General Construction Notes (TxDOT)				0.25		1				2							3.25	\$635.00
3. 60% Overall Plan/Project Layout				0.5		2				4							6.5	\$1,270.00
4. 60% Roadway Plan & Profile				0.5		6				12							18.5	\$3,510.00
5. 60% Grading & Drainage Plan				0.5		8				16							24.5	\$4,630.00
6. 60% Typical Sections				0.5		3				6							9.5	\$1,830.00
7. 60% Demolition/Removal Plan				0.5		1				2							3.5	\$710.00
8. 60% Cross Sections				0.5		6				12							18.5	\$3,510.00
9. 60% Traffic Control Plans (Presuming TxDOT Standard Traffic Control Details are Used)				0.5		2				4							6.5	\$1,270.00
10. 60% Erosion Control Plans				0.5		1				2							3.5	\$710.00
11. 60% Erosion Control Details				0.25		0.5				1							1.75	\$355.00
12. 60% Existing Drainage Area Map				0.5		2				4							6.5	\$1,270.00
13. 60% Proposed Drainage Area Map				0.5		2				4							6.5	\$1,270.00
14. 60% Drainage Calculations				0.5		2				4							6.5	\$1,270.00
15. 60% Signing & Striping Plan				0.5		1				2							3.5	\$710.00
																	0	\$0.00
Assume no additional time for the following items, hours limited to original contract¹:																		
b. 60% Project Manual and List of Standard Specifications, Special Specifications and Special Provisions																	0	\$0.00
c. 60% Engineers Estimate of Construction Cost																	0	\$0.00
3. QA/QC Review / Address comments																	0	\$0.00
4. Work Product Submittal																	0	\$0.00
a. Prepare & Submit Work Product Deliverables to County for Review																	0	\$0.00
5. Address any County Review Comments (Up to 2 occurrences)																	0	\$0.00
a. Attend Review Comment Resolution Meeting with County (60%)																	0	\$0.00
b. Submit Final Work Product Deliverables for Approval																	0	\$0.00
6. Track and Report Project Progress																	0	\$0.00
a. Provide Monthly Progress Report																	0	\$0.00
b. Maintain Project Schedule (Monthly Submittal)																	0	\$0.00
Labor Hours - Subtotal		0	0	10	0	43.5	0	0	0	87	0	0	0	0	0	0	140	\$27,210.00
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$170.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00		
Work Product No. 2 - Subtotal		\$0.00	\$0.00	\$2,850.00	\$0.00	\$10,875.00	\$0.00	\$0.00	\$0.00	\$13,485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$27,210.00

FEE SCHEDULE

Prime: HUITT-ZOLLARS

Project: Sonterra Boulevard

	No. of Sheets	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
Work Product No. 2 - 100% Design (Estimated 30 Calendar Days)																		
1. Prepare Work Product No. 4: (100%) Design & Plan Development, Deliverables																	0	\$0.00
a. Final 100% Plans																	0	\$0.00
1. Cover sheet indicating project name and number																	0	\$0.00
2. 100% General Construction Notes (TxDOT)				0.25		0.50				1							1.75	\$355.00
3. 100% Overall Plan/Project Layout				0.5		1				2							3.5	\$710.00
4. 100% Roadway Plan & Profile				0.5		3				6							9.5	\$1,830.00
5. 100% Grading & Drainage Plan				0.5		4				8							12.5	\$2,390.00
6. 100% Typical Sections				0.5		1.5				3							5	\$990.00
7. 100% Demolition/Removal Plan				0.5		0.50				1							2	\$430.00
8. 100% Cross Sections				0.5		3.0				6							9.5	\$1,830.00
9. 100% Traffic Control Plans (Presuming TxDOT Standard Traffic Control Details are Used)				0.5		1.0				2							3.5	\$710.00
10. 100% Erosion Control Plans				0.5		0.50				1							2	\$430.00
11. 100% Erosion Control Details				0.5		0.25				1							1.25	\$290.00
12. 100% Existing Drainage Area Map				0.5		1				2							3.5	\$710.00
13. 100% Proposed Drainage Area Map				0.5		1				2							3.5	\$710.00
14. 100% Drainage Calculations				0.5		1				2							3.5	\$710.00
15. 100% Signing & Striping Plan				0.5		0.50				1							2	\$430.00
																	0	\$0.00
Assume no additional time for the following items, hours limited to original contract¹:																		
b. Final Project Manual, Standard Specifications, Special Specifications and Special Provisions																	0	\$0.00
c. Final Engineers Estimate of Construction Cost																	0	\$0.00
2. QA/QC Review																	0	\$0.00
3. Work Product Submittal																	0	\$0.00
a. Prepare & Submit Work Product Deliverables to County for Review																	0	\$0.00
4. Address any County Review Comments (Up to 1 occurrence)																	0	\$0.00
a. Attend Review Comment Resolution Meeting with County (60%)																	0	\$0.00
b. Submit Final Work Product Deliverables for Approval																	0	\$0.00
5. Track and Report Project Progress																	0	\$0.00
a. Provide Monthly Progress Report																	0	\$0.00
b. Maintain Project Schedule (Monthly Submittal)																	0	\$0.00
																	0	\$0.00
Labor Hours - Subtotal	0	0	0	6.75	0	18.75	0	0	0	37.5	0	0	0	0	0	0	63	\$12,525.00
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$170.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00		
Work Product No. 4 - Subtotal		\$0.00	\$0.00	\$2,025.00	\$0.00	\$4,687.50	\$0.00	\$0.00	\$0.00	\$5,812.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,525.00

FEE SCHEDULE

Prime: HUITT-ZOLLARS

Project: Sonterra Boulevard

	No. of Sheets	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
Work Product No. 3 - Bidding and Negotiation Phase (Estimated 30 Calendar Days)																		
1. Provide bidding support services including:																	0	\$0.00
a. Assistance with responding to contractor questions				2		2											4	\$1,100.00
b. Preparing (up to 2) addenda				2		2				2							6	\$1,410.00
2. Track and Report Project Progress																	0	\$0.00
a. Provide Monthly Progress Report (1 Report)				1													1	\$300.00
b. Maintain Project Schedule (Monthly Submittal)(1 Updates)				1													1	\$300.00
Labor Hours - Subtotal	0	0	0	6	0	4	0	0	0	2	0	0	0	0	0	0	12	\$3,110.00
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$170.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00		
Work Product No. 5 - Subtotal		\$0.00	\$0.00	\$1,800.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,110.00
Labor Hours Cost - Grand Total		\$0.00	\$0.00	\$6,675.00	\$0.00	\$16,562.50	\$0.00	\$0.00	\$0.00	\$19,607.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$42,845.00
Other Direct Expenses - Grand Total																		\$500.00
Grand Total																	215.00	\$43,345.00

Commissioners Court - Regular Session

36.

Meeting Date: 06/25/2024

E Wilco Highway Segment 3 purchase contract with Jonah SUD

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 purchase contract with Jonah Water Special Utility District to purchase 12.34 AC required for the construction of the E. Wilco Highway segment 3 project (Parcels 82 and 82R). Funding Source: Road Bonds P332

Background

Fiscal Impact

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

Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 08:56 AM

Started On: 06/20/2024 07:57 AM

REAL ESTATE CONTRACT
Southeast Loop (Segment 3) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JONAH WATER SPECIAL UTILITY DISTRICT** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 10.314 acre (449,267 square foot) tract of land, out of and situated in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 82**):

All of that certain approximately 2.026 acre (88,253 square foot) (final size to be confirmed with survey prior to Closing as set out below) tract of land, out of and situated in the James C. Survey, Abstract No. 213, in Williamson County, Texas, in the general location as shown in Exhibit "B", attached hereto and incorporated herein, and being the remainder of Seller's property (**Parcel 82R**):

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

Upon full execution of this Contract, and prior to completion of Closing, Purchaser shall at its sole expense cause a metes and bounds survey of the Parcel 82R Property to be completed, which survey shall be attached to the Deed for recording in the Official Records of Williamson County. By execution of this Contract Seller agrees to allow Purchaser and any survey consultant to temporarily access the Property and larger parent tract of Seller for the limited area and time reasonably required to carry out the obligations of this paragraph

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property interests described herein, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of EIGHT HUNDRED TWO THOUSAND FOUR HUNDRED THIRTY and 00/100 Dollars (\$802,430.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property described in Exhibit “A” is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before August 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the “Closing Date”).

Seller’s Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibits “A-B”, free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit “C” attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner’s Title Policy at Purchaser’s sole expense, in Grantee’s favor in the full amount of the Purchase Price, insuring Purchaser’s contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner’s Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

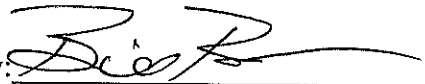
Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

JONAH WATER SPECIAL UTILITY DISTRICT

By: 

Address: 4050 FM 1660
Hutto, Texas 78634

Name: Bill Brown

Title: General Manager

Date: 06-17-2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 82

DESCRIPTION OF A 10.314 ACRE (449,267 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.18 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2002103516 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.314 ACRE (449,267 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,175,368.33, E=3,193,196.74 TxSPC Zone 4203) set, in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being the southerly boundary line of said 13.18 acre tract, same being in the northerly boundary line of Lot 1 (1.699 acre) depicted on the Final Plat of the Gene Rydell Estate, a subdivision of record in Cabinet EE, Slide 384 of the Plat Records of Williamson County, Texas and cited in Special Warranty Deed to Elisabeth Henning recorded in Document No. 2017064299 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "3879" found, being the northwesterly corner of said Lot 1, same being the southwesterly corner of said 13.18 acre tract, same being the easterly boundary line of that called 89.57 acre tract of land described in Special Warranty Deed to Hutto Economic Development Corporation Type B recorded in Document No. 2018034308 of the Official Public Records of Williamson County, Texas, bears with the common boundary line of said Lot 1 and said 13.18 acre tract, N 81°19'43" W, at a distance of 187.28 feet;

THENCE, departing said Lot 1, through the interior of said 13.18 acre tract, with said proposed westerly ROW line, the following two (2) courses:

- 1) **N 01°46'35" W**, for a distance of **379.65** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a non-tangent curve to the left;
- 2) Along said curve to the left, having a delta angle of **22°27'21"**, a radius of **1,032.00** feet, an arc length of **404.47** feet and a chord which bears **N 36°31'27" W**, for a distance of **401.88** feet to an iron rod with aluminum cap stamped "ROW 4933" set, being the westerly boundary line of said 13.18 acre tract, same being in the easterly boundary line of said 89.57 acre tract, for a point of non-tangency, and from which, an iron rod with plastic cap (illegible) found being an angle point in said common boundary line bears S 14°52'11" E, at a distance of 400.52 feet;
- 3) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said 13.18 acre tract and said 89.57 acre tract, **N 14°52'11" W**, for a distance of **235.22** feet to an iron rod with plastic cap stamped "SAM INC" found in the southerly ROW line the Union Pacific Rail Road (UPRR) (200' ROW width) as depicted by Right Of Way and Track Map International & Great Northern Ry. maps dated June 30, 1917 (Map V-7B Pg. T39/15), for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "SAM INC" found, being the northeasterly corner of that called 2.64 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018057533 of the Official Public Records of Williamson County, Texas, same being an ell corner in said northerly boundary line of the 89.57 acre tract, bears S 77°19'11" W, at a distance of 252.36 feet;

County: Williamson
Parcel: 82
Project: FM 3349

June 23, 2021
Page 2 of 4

- 4) **THENCE**, with said southerly UPRR ROW line, same being the northerly boundary line of said 13.18 acre tract, **N 77°19'11" E**, for a distance of **717.81** feet to the calculated northeasterly corner of said 13.18 acre tract in the existing westerly ROW line of F.M. 3349 (100' ROW width), same being in the westerly line of that called 3.2375 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;
- 5) **THENCE**, with said existing westerly ROW line, being the easterly boundary line of said 13.18 acre tract, same being said westerly line of the 3.2375 acre ROW tract, **S 07°16'48" W**, for a distance of **1,133.89** feet to a broken TxDOT Type 1 ROW monument found, being the southeasterly corner of said 13.18 acre tract, same being the northeasterly corner of said Lot 1, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "'1433" found, being the southeasterly corner of said Lot 1, bears **S 07°35'28" W**, at a distance of 162.92 feet;
- 6) **THENCE**, departing said existing westerly ROW line, with the southerly boundary line of said 13.18 acre tract, being the northerly boundary line of said Lot 1, **N 81°19'43" W**, for a distance of **248.14** feet to the **POINT OF BEGINNING**, containing 10.314 acre, (449,267 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

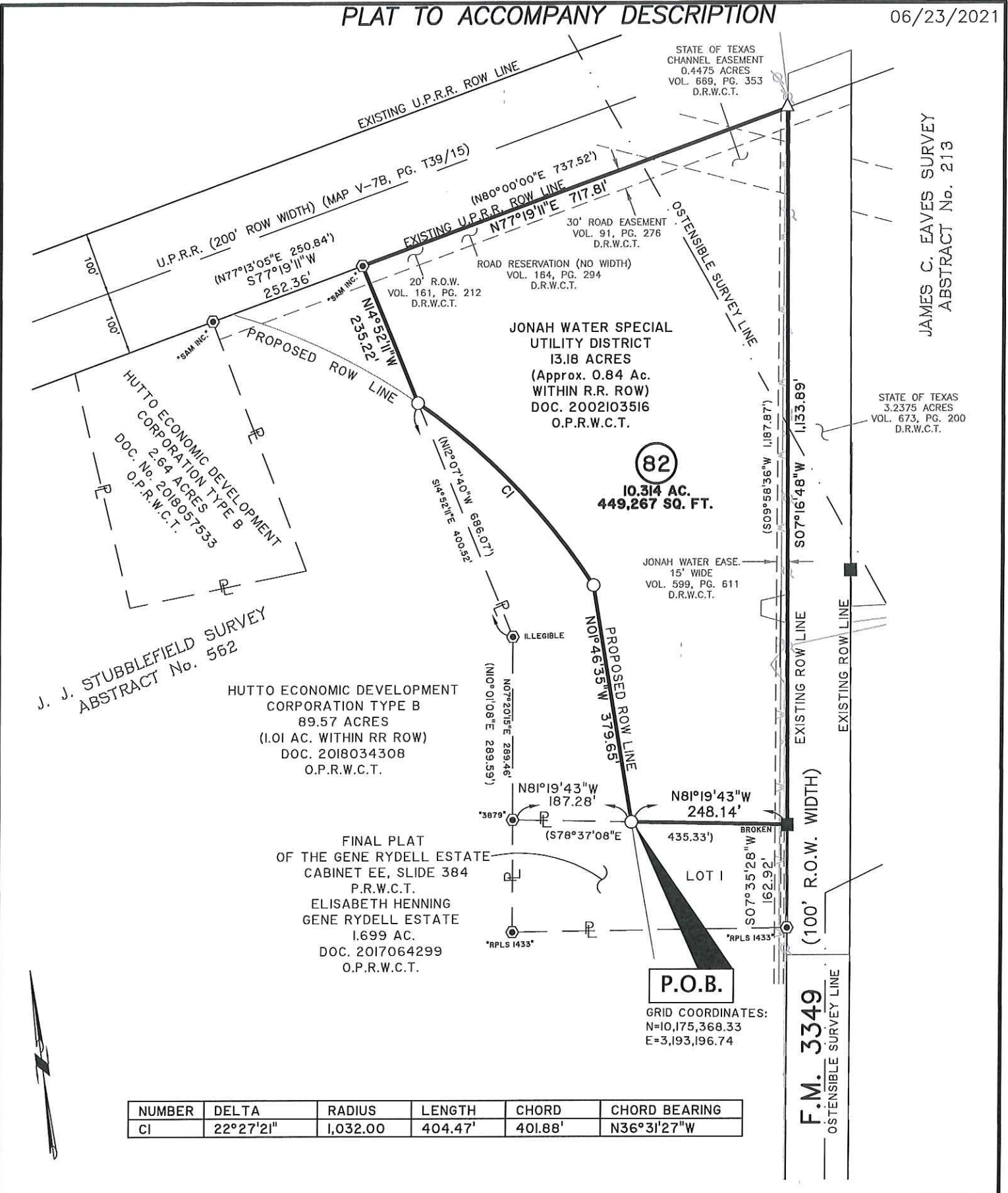
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

25 June 2021
Date





J. J. STUBBLEFIELD SURVEY
ABSTRACT No. 562

HUTTO ECONOMIC DEVELOPMENT
CORPORATION TYPE B
DOC. No. 2018057533
O.P.R.W.C.T.

HUTTO ECONOMIC DEVELOPMENT
CORPORATION TYPE B
89.57 ACRES
(1.01 AC. WITHIN RR ROW)
DOC. 2018034308
O.P.R.W.C.T.

FINAL PLAT
OF THE GENE RYDELL ESTATE
CABINET EE, SLIDE 384
P.R.W.C.T.
ELISABETH HENNING
GENE RYDELL ESTATE
1.699 AC.
DOC. 2017064299
O.P.R.W.C.T.

JONAH WATER SPECIAL
UTILITY DISTRICT
13.18 ACRES
(Approx. 0.84 Ac.
WITHIN R.R. ROW)
DOC. 2002103516
O.P.R.W.C.T.

82
10.314 AC.
449,267 SQ. FT.

P.O.B.
GRID COORDINATES:
N=10,175,368.33
E=3,193,196.74

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	22°27'21"	1,032.00	404.47'	401.88'	N36°31'27"W

INLAND U GEODETTICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
JONAH WATER SPECIAL UTILITY DISTRICT
WILLIAMSON COUNTY
PROJECT FM 3349

PARCEL 82
PAGE 3 OF 4

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↙	DENOTES COMMON OWNERSHIP
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.B.	POINT OF BEGINNING
●	1/2" IRON ROD FOUND	P.O.R.	POINT OF REFERENCE
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	()	RECORD INFORMATION
△	CALCULATED POINT	P.R.W.C.T.	PLAT RECORDS
ℙ	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS
— — —	LINE BREAK	WILLIAMSON COUNTY, TEXAS	
		O.R.W.C.T.	OFFICIAL RECORDS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS	

I) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056215-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 9, 2020, ISSUE DATE OCTOBER 20, 2020.

IOG. EASEMENT TO E.N LUNBERG RECORDED IN VOLUME 161, PAGE 212, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. RESERVATION OF RIGHTS OF WAYS AS SET FORTH IN VOLUME 164, PAGE 294, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I. RESERVATION OF WATER RIGHTS OF WAYS AS SET FORTH IN VOLUME 199, PAGE 592, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 35, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. ELECTRIC POWER LINE AND COMMUNICATIONS LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 561, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER LINES (BLANKET TYPE) EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 599, PAGE 611, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

M. CHANNEL OR DRAINAGE EASEMENT TO THE STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 353, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

N. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL RECORDED IN VOLUME 711, PAGE 845, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL RECORDED IN VOLUME 747, PAGE 132, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1447, PAGE 200, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

R. NOTICE REGARDING ORDINANCE NO. 2006-27R - EXTRATERRITORIAL JURISDICTION OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 25 June 2021



M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681

<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF JONAH WATER SPECIAL UTILITY DISTRICT		PARCEL 82
	SCALE 1" = 200'	WILLIAMSON COUNTY	PROJECT FM 3349

EXHIBIT "B"

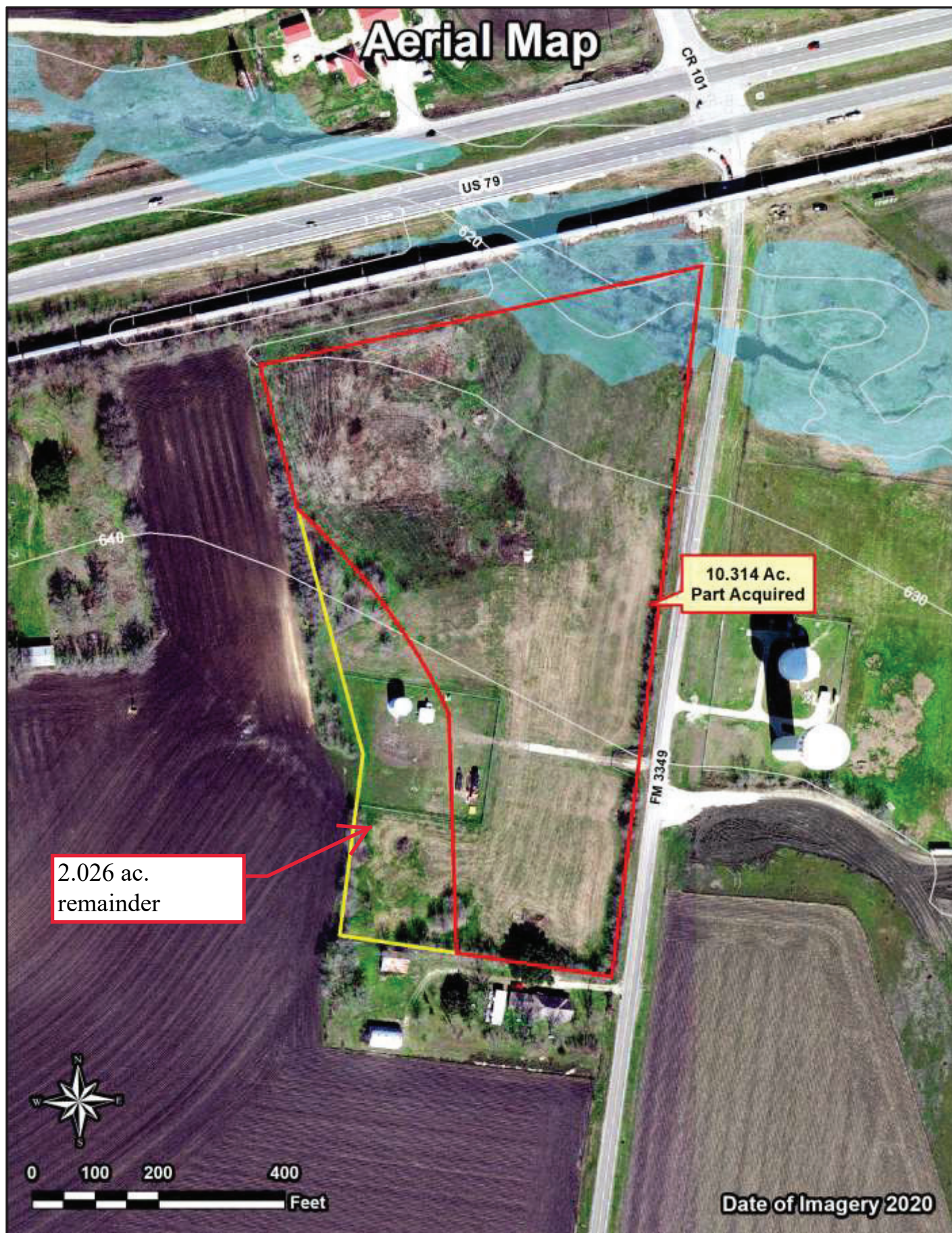


EXHIBIT "C"

Parcel 82.82R

DEED

East Wilco Highway (Segment 3) Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JONAH WATER SPECIAL UTILITY DISTRICT**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 10.314 acre (449,267 square foot) tract of land, out of and situated in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 82**):

All of that certain approximately 2.026 acre (88,253 square foot) (**CONFIRM FINAL SIZE WITH SURVEY PRIOR TO CLOSING**) tract of land, out of and situated in the James C. Survey, Abstract No. 213, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 82R**):

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit (the "Retained Improvements"): NOTE: CONFIRM RETENTION ITEMS WITH JONAH.

Such Retained Improvements shall be removed from the Property conveyed by Grantor at its own expense on or before the expiration of sixty (90) days following the date this Deed is recorded in the Official Records of Williamson County, Texas, subject to such extensions of time as may be granted by Grantee in writing, but in the event that Grantor fails for any reason to remove said improvements within the time provided, title to that portion of the improvement located on the Property shall vest in the Grantee and be subject to removal at any time.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee’s roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed for the portion of the Property described in Exhibit “A” is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

JONAH WATER SPECIAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____ in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

37.

Meeting Date: 06/25/2024

E Wilco Highway Interlocal Agreement with Jonah SUD

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 the First Amendment to the Interlocal Agreement Between Williamson County, Texas and Jonah Water Special Utility District Regarding the Relocation of Water System Improvements Along FM 3349 (Southeast Loop Segment 3).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 08:56 AM

Started On: 06/20/2024 08:03 AM

increase in the estimate of Change Order #6 will be the sole responsibility of the District and shall be due and payable to the County within ten (10) days receipt of written notice from the County.

**ARTICLE III
MISCELLANEOUS**

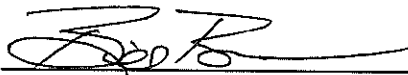
- 3.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

- 3.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed as of the day and year first above written.

(Signatures on the following pages)

JONAH WATER SPECIAL UTILITY DISTRICT

By: 

Name: Bill Brown

Its: General manager

Date: 06-17-2024

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

Attest:

By: _____
Nancy Rister, County Clerk

EXHIBIT "A"

WILLIAMSON COUNTY, TEXAS CHANGE ORDER NUMBER: 6

1. CONTRACTOR: James Construction Group
2. Change Order Work Limits: Sta. A-8+89.04 to Sta. C-5+59.71
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F (3 Max. - In order of importance - Primary first)

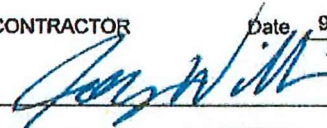
Project:	<u>22IFB139</u>
Roadway:	<u>FM 3349</u>
CSJ Number:	<u>Williamson Co</u>

5. Describe the work being revised:

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.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: 2, 22, G2
8. New Special Provisions/Specifications to the contract are attached: Yes No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.


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

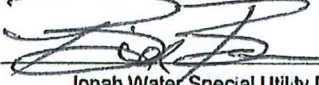
<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>9/21/2023</u></p> <p>By <u></u></p> <p>Typed/Printed Name <u>Joey Williams</u></p> <p>Typed/Printed Title <u>Division Manager</u></p>	<p style="text-align: center;">The following information must be provided</p> <p>Time Ext. #: _____ Days added on this CO: _____</p> <p>Amount added by this change order: <u>\$130,053.00</u></p>
---	---

RECOMMENDED FOR EXECUTION:

 9/25/2023
Project Manager Date

N/A _____
Design Engineer Date

 9/26/2023
Program Manager Date

 10/3/23
Jonah Water Special Utility District Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date

APPROVED REQUEST APPROVAL

County Commissioner Precinct 2 Date

APPROVED REQUEST APPROVAL

Valerie Covey Oct 20, 2023

County Commissioner Precinct 3 Date

APPROVED REQUEST APPROVAL

County Commissioner Precinct 4 Date

APPROVED REQUEST APPROVAL

County Judge Date

APPROVED

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

**FM3349 at US 79
Williamson County Project No. 22IFB139**

Change Order No. 6

Reason for Change

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.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J106-52	16" Plug; Installed	2.00	EA
J106-53	24" x 16" Cross; Installed	1.00	EA
J106-54	Restock Fees Associated with Returns of Materials already ordered/delivered	1.00	LS

This Change Order results in a net increase of \$130,053.00 to the Contract amount, for an adjusted Contract total of \$82,795,981.18. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$854,943.05 has been added to the Contract, resulting in an 1.04% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.



Patin Construction LLC

3800 W. Second Street

Taylor, TX 76574

Phone: (512) 269-1071

Fax: (512) 269-1072

CHANGE ORDER

July 6, 2023

JAMES CONSTRUCTION GROUP

Email: Hector Garcia, Kyle Oldham

Project Name: FM 3349 at US 79- Water Line scope

Item No.	Qty.	Unit	Description	Unit Price	Total
1	12	LF	16" C-905, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	\$ 167.00	\$ 2,004.00
2	-10	LF	12" C-900, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	\$ 91.00	\$(910.00)
3	125	LF	24" Steel Enc. Pipe, Bored; w/ 16" Restrained Joint C900 DR18 PVC Pipe; Installed	\$ 618.00	\$ 77,250.00
4	425	LF	24" Steel Enc. Pipe, Open Cut; w/ 16" Restrained Joint C900 DR18 PVC Pipe; Installed	\$ 238.00	\$ 101,150.00
5	-125	LF	20" Steel Enc. Pipe, Bored; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	\$ 570.00	\$(71,250.00)
6	-425	LF	20" Steel Enc. Pipe, Open Cut; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	\$ 143.00	\$(60,775.00)
7	4	EA	16" Gate Valve, Box, and Marker; Installed	\$ 14,250.00	\$ 57,000.00
8	-2	EA	12" Gate Valve, Box, and Marker; Installed	\$ 9,500.00	\$(19,000.00)
9	2	EA	16" Plug; Installed	\$ 8,500.00	\$ 17,000.00
10	1	EA	24" x 16" Cross; Installed	\$ 6,800.00	\$ 6,800.00
11	-1	EA	24" x 16" Tee; Installed	\$ 6,800.00	\$(6,800.00)
12	1	LS	Restock Fees associated with returns of materials that were already ordered	\$ 4,821.00	\$ 4,821.00
				Jonah Water Subtotal	\$ 107,290.00

TOTAL CHANGE ORDER #5 \$ ~~107,290.00~~

\$100,490

*Jonah Water Plan Changes, 5-16-2023

Subcontractor:

BY: *Jeff Birkhead*

Patin Construction, LLC

General Contractor

BY:

James Construction









10/17 Agenda Item 49 - Change Order No. 6 in the amount of \$130,053.00 for Project 22IFB139 FM 3349 at US 79 (James Construction Group)

Final Audit Report

2023-10-20

Created:	2023-10-19
By:	Julissa Vasquez (juvasquez@hntb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvg4Xak5S7rIWC8L1GKBGE8nE3aUxX1N0

"10/17 Agenda Item 49 - Change Order No. 6 in the amount of \$ 130,053.00 for Project 22IFB139 FM 3349 at US 79 (James Construction Group)" History

-  Document created by Julissa Vasquez (juvasquez@hntb.com)
2023-10-19 - 5:32:11 PM GMT
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2023-10-19 - 5:33:10 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-10-19 - 5:38:10 PM GMT
-  Document signing delegated to Valerie Covey (vcovey@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-10-19 - 5:38:43 PM GMT
-  Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2023-10-19 - 5:38:43 PM GMT
-  Email viewed by Valerie Covey (vcovey@wilco.org)
2023-10-20 - 3:02:52 PM GMT
-  Document e-signed by Valerie Covey (vcovey@wilco.org)
Signature Date: 2023-10-20 - 3:03:42 PM GMT - Time Source: server
-  Agreement completed.
2023-10-20 - 3:03:42 PM GMT

Commissioners Court - Regular Session

38.

Meeting Date: 06/25/2024

Hero Way Phase 1 AFA with TxDOT

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 Surface Transportation Block Grant (STBG) Program and Community Project Funding/Congressionally Directed Spending Program Off System with the State of Texas for the Hero Way project Phase 1A. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

AFA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 10:43 AM

Started On: 06/20/2024 09:13 AM

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 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 Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2024 (Division F of the Consolidated Appropriations Act, 2024 [Public Law 118-42]) appropriates for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for federal Fiscal Year (FY) 2024 for the Project is set aside for “Community Project Funding / Congressionally Directed Spending.”; 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **05/21/2024**, 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.

3. 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 reconstruct two-lane undivided roadway to two travel lanes and continuous left turn lane (LTL), and extend existing Hero Way to RM 2243, in Williamson County, Texas as shown on Attachment **A**.

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

4. 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 than the maximum State and federal participation specified in Attachment B and

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

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:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 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.

5. 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.

6. 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.

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

7. 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.

8. 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.

9. 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.

10. 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).

11. 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

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.

12. 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. 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.

14. 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 property is to be used as a funding match, it may not be provided by the Local

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

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.

15. 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 verifying the existence of coverage in the amounts and types specified on the Certificate

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

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.

16. 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 3151 SE Inner Loop Georgetown, TX 78626	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.

17. 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.

18. 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.

19. 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.

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

20. Compliance with Laws

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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

procurement of materials and leases of equipment. The Local Government will 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.

26. 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:

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 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.).

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

27. 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.
- 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.*

28. 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

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 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.

29. 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.

30. 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

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:
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.

31. 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	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

32. 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

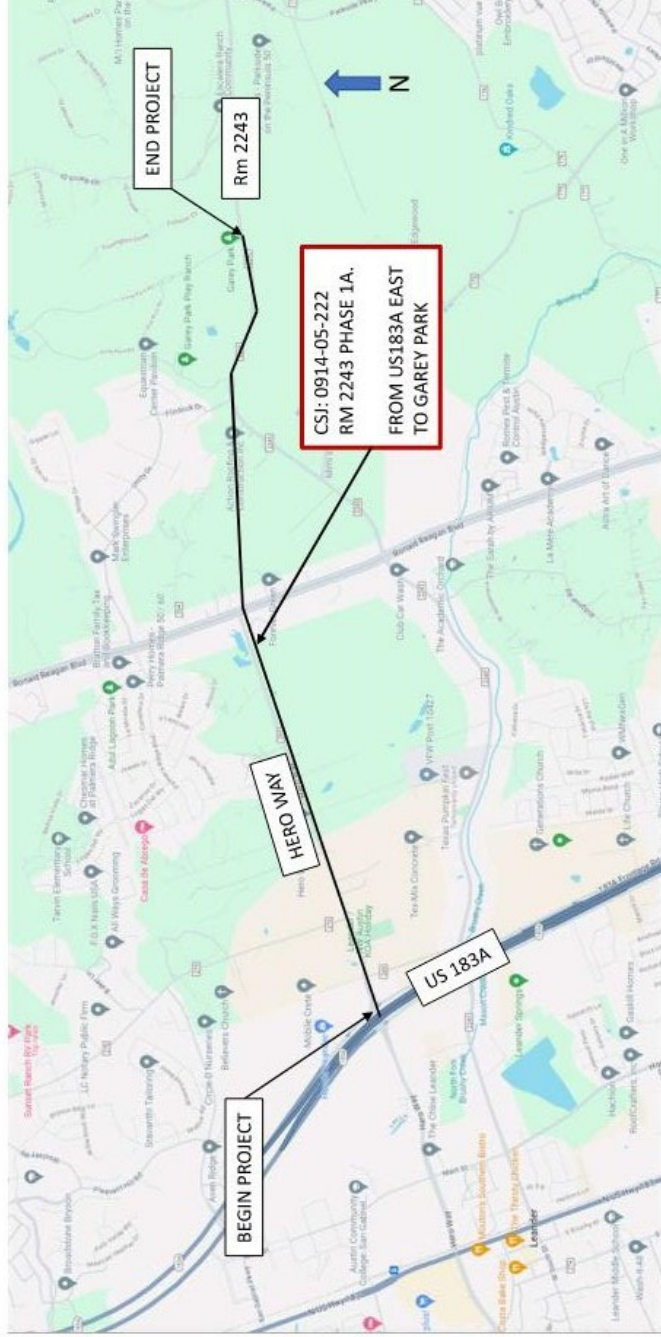
County Judge

Typed or Printed Title

Date

TxDOT:		Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000
AFA CSJs	0914-05-222	CFDA No.	20.205
District #	14	Code Chart 64#	50246
Project Name	Hero Way from 183A to RM 2243		
		CFDA Title	Highway Planning and Construction
		AFA Not Used For Research & Development	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

**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	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	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	0%	TDC 4,600
Construction Cat.3 (by Local Government)	\$13,650,000	0%	0	0%	0	100%	\$13,650,000
Construction -Earmark (by Local Government)	\$ 8,750,000	80%	\$7,000,000	0%	\$0	20%	\$ 1,750,000
Construction – HUD (by Local Government)	\$ 16,250,000	80%	\$13,000,000	0%	0	20%	\$3,250,000
Subtotal	\$ 39,612,000		\$20,862,000		\$0		\$ 18,750,000 TDC 172,400
Environmental Direct State Costs	\$39,612	0%	\$0	0%	\$0	100%	\$39,612
Right of Way Direct State Costs	\$9,903	0%	\$0	0%	\$0	100%	\$9,903
Engineering Direct State Costs	\$59,418	0%	\$0	0%	\$0	100%	\$59,418
Utility Direct State Costs	\$9,903	0%	\$0	0%	\$0	100%	\$9,903
Construction Direct State Costs	\$277,284	0%	\$0	0%	\$0	100%	\$277,284
Indirect State Costs 4.60%	\$1,822,152	0%	\$0	100%	\$1,822,152	0%	\$0

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z00010065	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 183A to RM 2243			<i>AFA Not Used For Research & Development</i>	

TOTAL	\$41,830,272		\$20,862,000		\$1,822,152		\$19,146,120 TDC=172,400
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*) Transportation Development Credits (TDCs) in the amount of 172,400 will be used for the Local Government's contribution. Initial payment by the Local Government to the State:
\$118,836

Payment by the Local Government to the State before construction: \$277,284
Estimated total payment by the Local Government to the State \$396,120 This is an estimate.
The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session

39.

Meeting Date: 06/25/2024

Justice Long Range Plan

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear and discuss a presentation regarding Long Range Planning for Williamson County Justice Services.

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: Rachel Rull

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 11:58 AM

Started On: 06/20/2024 11:45 AM

Commissioners Court - Regular Session

40.

Meeting Date: 06/25/2024

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

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

- a) Discuss the acquisition of real property: CR 332
- b) Discuss the acquisition of real property for CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- l) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Corridor K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
- c) Sale of property located 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 08:57 AM

Started On: 06/20/2024 08:06 AM

Commissioners Court - Regular Session

41.

Meeting Date: 06/25/2024

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
- d) Project Lunch Lady

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: 06/20/2024

Reviewed By

Becky Pruitt

Date

06/20/2024 08:57 AM

Started On: 06/20/2024 08:07 AM