

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
FEBRUARY 23RD
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. 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.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

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 5 – 12)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-005741	Computer Software > \$5000	\$72,000.00
From	0100-0503-003010	Computer Equipment < \$5000	\$24,000.00
To	0100-0503-005740	Computer Equipment > \$5000	\$96,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$2,689.42
To	0100-0214-001100	Comm Pct4/Salary	\$2,232.62
To	0100-0214-002010	Comm Pct4/FICA	\$170.80
To	0100-0214-002020	Comm Pct4/Retirement	\$286.00

-
7. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through destruction, including (2) Boxes of used khaki pants/shirts, (1) Box of Used Shower Shoes, (1) Broken Mattress, (1) Broken Shower Seat, (1) Small Blue Igloo Water Cooler, (complete list attached), pursuant to Tex. Local Gov't Code §263.152.
 8. Discuss, consider, and take appropriate action on approving purchase for one 2016 Etnyre Self Propelled Chipspreader per BuyBoard contract# 424-13 between Williamson County Road and Bridge and Cooper Equipment for the total purchase amount of \$246,196.00
 9. Discuss, consider, and take appropriate action on ratifying PO# 160007 for Office365 Software between Williamson County and SHI per DIR contract# DIR-SDD-2503 to support information technology operations of Williamson County. The purchase amount is \$158,212.27 total.
 10. Discuss, consider and take appropriate action on approval of the Williamson County License Agreement for the Water Oak subdivision - Pct 3.
 11. Discuss, consider and take appropriate action on approval of the preliminary plat for the Gomez Subdivision - Pct 4.
 12. Discuss, consider and take appropriate action on approval of the preliminary plat for the Legacy Oaks subdivision - Pct 3.

REGULAR AGENDA

13. Discuss and consider taking appropriate action concerning the Burn Ban for Williamson County, Texas.
14. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
15. Discuss, consider and take appropriate action regarding ratification of small grant application and acceptance of \$500 grant from the American Planning Association Transportation Planning Division to support development of public outreach materials promoting Williamson County Trail Master Plan and active transportation projects.
16. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Seward Junction Southeast project.
17. Discuss, consider and take appropriate action on a Special Warranty Deed with Stephen F. Bohls and William F. Bohls regarding an exchange of property needed for the Bill Pickett Trail project.
18. Discuss, consider and take appropriate action on a Special Warranty Deed from Williamson County Municipal Utility District No. 23 regarding the Kaufman Loop Right of Way.
19. Discuss, consider and take appropriate action on a Interlocal Agreement between Williamson County and the City of Georgetown regarding the elevated tank site transfer, CR 111 construction and maintenance project and other related matters.
20. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Georgetown in regards to the SW Bypass.

21. Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 4 from Flintco LLC in the amount of \$399,182.00.
22. Discuss, consider and take appropriate action regarding the engagement of the law firm of Germer, PLLC to represent Williamson County in relation to claim of Morgan Lee Roach; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
23. Discuss, consider, and take appropriate action on awarding IFB# 1511-034, Signs and Markers for Williamson County Road and Bridge to the lowest and best bidders, Vulcan Signs, Osburn Associates, Pathmark, Safelane, Garden State (primary, secondary and tertiary awards listed in attached bid tabulation).
24. Discuss, consider, and take appropriate action on approving addendum to the Elevator Maintenance Agreement (Contract Number US33672 Dated 4/1/2012) between Williamson County and ThyssenKrupp Elevators Americas in order to add the Williamson County Courthouse elevator located at 710 S. Main Street, Georgetown, TX 78626 to the inventory of elevators to be maintained
25. Discuss, consider, and take appropriate action on authorizing extension of Belford Square Lease, 308 W. 7th Street, Suite 101, Georgetown to March 31, 2017 with Bobby R. Davis.
26. Discuss, consider, and take appropriate action on authorizing extension of Belford Square Lease, 308 W. 7th Street, Suite 102, Georgetown to March 31, 2017 with Heritage Personnel, LLC.
27. Discuss, consider, and take appropriate action on approving agreement between Tyler Technologies and Williamson County to add OCR L3/eNotify Services to the existing modules purchased.
28. Discuss, consider, and take appropriate action on approving agreement between Tyler Technologies and Williamson County to add Jury Services to the existing modules purchased.
29. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Bill Picket Trail, Bid # 1601-045.
30. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Bill Picket Trail, Bid # 1601-045.

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)."

31. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
 - a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Discuss Pearson Road District.
 - c) Discuss North Woods Road District.
 - d) Discuss Kaufman Loop.
 - e) Discuss Project Deliver

32. 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
 1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
 - a) Discuss proposed acquisition of property for right-of-way for SH 195
 - b) Discuss proposed acquisition of property for proposed SH 29 project.
 - c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
 - d) Discuss possible acquisition of property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: Sneed Loop
 - f) Discuss the acquisition of real property: Neenah Blvd.
 - g) Discuss the acquisition of real property: CR 119
 - h) Discuss the acquisition of real property: Tradesman Park.
 - i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - j) Discuss the acquisition of real property: CR 258
 - k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
 - l) Discuss the acquisition of real property: Arterial H.
 - m) Discuss the acquisition of real property for County Facilities.
 - n) Discuss the acquisition of real property for the Williamson County Expo Center.
 - o) Discuss the acquisition of Easement interests on CR 240.
 - p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - q) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
 - r) Discuss the acquisition of real property from the Andice Cemetery.
 - s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd.
 - t) Discuss accepting donations of ROW for Busby Lane.
 - u) Discuss an Interlocal Agreement with the City of Georgetown in regards to SW Bypass.
 - v) Discuss an Interlocal Agreement with the City of Austin regarding Neenah Ave.
 - w) Discuss an Assignment of Wastewater Easement to the City of Cedar Park.
 - x) Discuss an Interlocal Agreement with the City of Round Rock regarding CR 110 and University
 - y) Discuss an AFA Amendment #1 with State of Texas regarding RM 620
 - z) Discuss accepting the donation of property for Kaufman Loop
 - B. Property or Real Estate owned by Williamson County
 - 1). 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 proposed sale of real estate on Inner Loop
 - c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
 - d) Discuss proposed exchange of property with Mr. Kruger
 - e) Discuss real estate at 355 Texas Ave.
 - f) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
 - g) Discuss the proposed sale of portion of county property by Jester Annex
 - h) Discuss the proposed sale of excess right-of-way on Hwy 79 abutting 79 Business Park
 - i) Discuss abandoning row on CR 359
 - j) Discuss possible sale of 183 A excess right of way
 - k) Discuss proposed sale of real estate of Blue Springs Blvd
 - l) Discuss transfer of ROW on a portion of Williams Drive to the City of Georgetown
 - m) Discuss abandonment of CR359.

- n) Discuss proposed land swap on East Old Settlers Blvd.
- o) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

- 33.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) 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.
 - f) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - g) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - h) County Road 241 utility and Right-of-Way Issues and matters;
 - i) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
 - j) Floodplain Regulation Issue
 - k) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - l) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
 - m) Notice of Claim – In Re Ray Steven Rose
 - n) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
 - o) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
 - p) Claim for overpayment – Timothy Wright
 - q) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
 - r) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - s) Employment law and regulations relating to court reporters.
 - t) Jessica Smith claim
 - u) Claims of Texas Association for Children and Families
 - v) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
 - w) Legislative changes to firearms laws and possession of firearms on county property
 - x) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
 - y) Law relating requests for the closure, abandonment or vacation of Robles Roja and Oak Branch Roads in the Shady Oaks Subdivision.
- 34.** 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).

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

REGULAR AGENDA (continued)

36. Discuss and take appropriate action concerning economic development.
37. Discuss and take appropriate action concerning real estate.
38. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No. 1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) 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.
 - f) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - g) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - h) County Road 241 utility and Right-of-Way Issues and matters;
 - i) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
 - j) Floodplain Regulation Issue
 - k) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - l) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
 - m) Notice of Claim – In Re Ray Steven Rose
 - n) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
 - o) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
 - p) Claim for overpayment – Timothy Wright
 - q) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
 - r) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - s) Employment law and regulations relating to court reporters.
 - t) Jessica Smith claim
 - u) Claims of Texas Association for Children and Families
 - v) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
 - w) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
 - x) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks

- 39. 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.
- 40. Comments from Commissioners.
- 41. Recess until 1:30 PM
Budget Workshop with Commissioners Court

Dan A. Gattis, 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 _____ day of _____, 2016 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 02/23/2016

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

Submitted For: Jay Schade**Submitted By:** Tammy McCulley, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is needed for the first payment that is part of the Presidio Networked Solutions lease agreement for network equipment and services, that the Court passed on 12/15/2015.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-005741	Computer Software > \$5000	\$72,000.00
From	0100-0503-003010	Computer Equipment < \$5000	\$24,000.00
To	0100-0503-005740	Computer Equipment > \$5000	\$96,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

02/18/2016 11:24 AM

02/18/2016 11:55 AM

Started On: 02/17/2016 10:15 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 02/23/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

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

Background

A Road & Bridge employee was recently sent over to the Commissioner Pct #4 Office to help out on a temporary basis. Because Road & Bridge is its own fund (tax rate) and cannot, by code, pay for any general fund expenses, we must charge the expense to the general fund. This transfer will place the monies in the appropriate line item in the Non Departmental budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$2,689.42
To	0100-0214-001100	Comm Pct4/Salary	\$2,232.62
To	0100-0214-002010	Comm Pct4/FICA	\$170.80
To	0100-0214-002020	Comm Pct4/Retirement	\$286.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/12/2016 07:36 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 02/23/2016

Asset Destruction

Submitted By: Stacy Partridge, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through destruction, including (2) Boxes of used khaki pants/shirts, (1) Box of Used Shower Shoes, (1) Broken Mattress, (1) Broken Shower Seat, (1) Small Blue Igloo Water Cooler, (complete list attached), pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Destruction

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stacy Partridge

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 02:45 PM

Started On: 02/10/2016 08:38 AM

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
☐ SALE at the earliest auction *
☐ TRADE-IN for new assets of similar type for the county
- ☐ DONATION to a non-county entity
☒ DESTRUCTION due to Public Health / Safety
☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	2 Large boxes (in TV boxes) of used khaki pants/shirts	n/a	n/a	Non-Working
1	1 Box of Used Shower Shoes	n/a	n/a	Non-Working
1	used broken mattress	n/a	n/a	Non-Working
1	Broken shower seat	n/a	n/a	Non-Working
1	Small Blue Igloo Water Cooler	n/a		Non-Working

Parties involved:
FROM (Transferor Department): WC Juvenile Services

**Transferor - Elected Official/Department Head/
Authorized Staff:**
JOHN J. PELICAN

Print Name



Signature

Contact Person:
Carrie Mays

Print Name

(512) 943 3252

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): DESTRUCTION
Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:
RECEIVED

Print Name

Print Name

Signature

Date Phone Number

FEB - 4 2016

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Commissioners Court - Regular Session**8.****Meeting Date:** 02/23/2016

Approve Purchase of 2016 Etnyre Self Propelled Chipspreader per BuyBoard Contract# 424-13

Submitted For: Max Bricka**Submitted By:** Jewel Walker, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving purchase for one 2016 Etnyre Self Propelled Chipspreader per BuyBoard contract# 424-13 between Williamson County Road and Bridge and Cooper Equipment for the total purchase amount of \$246,196.00

Background

Per Cooper Equipment BuyBoard Quotation to Williamson County Fleet Services for Road and Bridge Department dated 2/5/2016, the total purchase price is \$246,196.00, BuyBoard contract# 424-13.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCooper Equipment- BuyBoard Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 02/18/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

02/17/2016 01:27 PM

02/18/2016 11:24 AM

Started On: 02/16/2016 03:45 PM



17474 Judson Road
Phone (210) 657-5151

San Antonio, TX 78247
Fax (210) 657-5871

Williamson County Fleet Operations
Mr. Randy Rogers; Director, Fleet Services
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Attn: Mr. Jeff Ivey, Asst. Director, Road & Bridge

February 5, 2016
Randy, Direct: 512.943.3368
Randy, Fax: 512.943.3398
Randy, Cell: 512.
Jeff, Cell: 512.639.0144
rrogers@wilco.org
jivey@wilco.org

BuyBoard Quotation to Williamson County Fleet Services
For: Road & Bridge Department
TASB / BuyBoard Contract # 424-13, October 1, 2013

One, New, 2016 Etnyre Self-Propelled Chipspreader, Front Wheel Hydrostatic Drive with computer control application rate and speed control, dual control station with manual sliding console/seat assembly. Powered by Cummins QSB Turbo Diesel Engine rated at 260 HP; 25,000 lb rated front & rear axles; 385/65R22.5-J Tubeless Radial Tires - Wide Base.

Etnyre Self-Propelled Hydrostatic Drive Chipspreader List Price . .	\$ 174,000.00
Optional Items to be equipped as follows:	
Variable Width Front Spread Hopper, 10 ft. to 20 ft.	\$ 69,700.00
Spread Hopper Hydraulic Powered Raise / Lower System	\$ 4,800.00
Powered Seat / Operator Console Pedestal	\$ 2,700.00
Strobe Beacon on Telescopic Stand	\$ 500.00
Corner LED Flashing Lights [on all four corners]	\$ 500.00
Total List Price	\$ 252,200.00
Less: 7 % Contract Discount	- 17,654.00
Sale Amount	\$ 234,546.00
Factory Freight, Dealer PDI, Delivery & Start-Up Training	\$ 11,650.00
Total Contract Sale Amount	\$ 246,196.00

Delivery: Approximately 120 Days
Warranty: One Year, Parts & Labor

Respectfully Submitted,  Rick Chapman, District Manager

rick tx 1203 0001.com

Commissioners Court - Regular Session**9.****Meeting Date:** 02/23/2016

Ratify PO for Office365 Software per DIR contract# DIR-SDD-2503

Submitted For: Max Bricka**Submitted By:** Jewel Walker, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on ratifying PO# 160007 for Office365 Software between Williamson County and SHI per DIR contract# DIR-SDD-2503 to support information technology operations of Williamson County. The purchase amount is \$158,212.27 total.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSHI Quote per DIR

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 02/18/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

02/17/2016 01:24 PM

02/18/2016 11:24 AM

Started On: 02/11/2016 01:06 PM



Pricing Proposal
Quotation #: 11024068
Created On: 2/9/2016
Valid Until: 2/29/2016

WILLIAMSON CO

Tammy McCulley

301 SE INNERLOOP
S 105
ATTN: ACCOUNTS PAYABLE
GEORGETOWN, TX 78626
United States
Phone: (512) 943-1455
Fax: (512) 943-1488
Email: tmcculley@wilco.org

Account Representative

Kerri Fitzmorris

1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Texas@shi.com
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Office365PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Coverage Term: 2/1/2016 – 1/31/2017	1552	\$32.64	\$50,657.28
2	Office365PlanG1 ShrdSvr ALNG SU MVL Off365K1 PerUsr Microsoft - Part#: U4S-00007 Coverage Term: 2/1/2016 – 1/31/2017	567	\$33.27	\$18,864.09
3	O365GovE3 ShrdSvr ALNG SU MVL O365K1 PerUsr Microsoft - Part#: AAA-11900 Coverage Term: 2/1/2016 – 1/31/2017	577	\$142.20	\$82,049.40
4	Office365PlanG1 ShrdSvr ALNG SU MVL Off365K1 PerUsr Microsoft - Part#: U4S-00007 Coverage Term: 2/1/2016 – 1/31/2017	15	\$36.00	\$540.00
5	Office365PlanG1 ShrdSvr ALNG SU MVL Off365K1 PerUsr Microsoft - Part#: U4S-00007 Coverage Term: 2/1/2016 – 1/31/2017	3	\$36.00	\$108.00
6	Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Coverage Term: 2/1/2016 – 1/31/2017	15	\$65.90	\$988.50
7	Office365PlanG3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U7S-00008 Coverage Term: 2/1/2016 – 1/31/2017	25	\$187.00	\$4,675.00
8	Office365PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Coverage Term: 2/1/2016 – 1/31/2017	10	\$33.00	\$330.00
			Total	\$158,212.27

Additional Comments

Pricing is based off DIR Contract Number DIR-SDD-2503.

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Commissioners Court - Regular Session**10.****Meeting Date:** 02/23/2016

Discuss consider and take appropriate action on approval of the Williamson County License Agreement for the Water Oak subdivision - Pct 3

Submitted For: Joe England**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the Williamson County License Agreement for the Water Oak subdivision - Pct 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson County License Agreement - Water Oak

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 02:24 PM

Started On: 02/18/2016 11:26 AM

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY MUD NO. 25

WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County"), **Water Oak at San Gabriel Homeowners Association, Inc.**, a Texas non-profit corporation (the "Association" or "Licensee"), and **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25**, a political subdivision of the State of Texas (the "District"), enter into this **LICENSE AGREEMENT** (this "Agreement") upon the terms and conditions set forth below.

I.

PURPOSE AND GRANT OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage, sidewalks, and irrigation (collectively referred to herein as the "Licensee's Improvements"), in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of the County's right-of-way described in the attached **Exhibit "A"** (the "Licensed Property").

The County makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement will be done in compliance with the terms and conditions of this Agreement and all applicable County, State, and/or Federal police, traffic, building, health, and safety ordinances, laws, and regulations existing at the time said construction and maintenance is performed.

II.

ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct and obligation to thereafter maintain Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III.

COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, roadways, or streets on, beneath, or above the surface of the Licensed Property.

Nothing in this Agreement will be construed to limit, in any way, the power of the County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days' written notice of such action and will cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering, or improvement of the Licensed Property, and further, to cooperate

with Licensee wherever possible, to effect such widening, altering, or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to County, any of the Licensee's Improvements whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee will, at its sole expense, obtain and maintain during the term of this Agreement a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage must specifically name the County as an additional insured and cover all perils arising from the activities of Licensee, its officers, directors, employees, agents, or contractors relative to this Agreement. Licensee will be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such coverage must be delivered to the County on or before the Effective Date defined on the initial signature page hereto.

So long as Licensee is using the Licensed Property, Licensee will not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates must include a clause to the effect that the policy will not be canceled, reduced, restricted, or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND WILL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF THE COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, , WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE LICENSED PROPERTY IN CONNECTION WITH LICENSEE'S IMPROVEMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNITEE. THIS INDEMNIFICATION WILL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS 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 LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY AN INDEMNITEE HEREUNDER.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of Licensee's Improvements on the Licensed Property. Further, Licensee will reimburse the County for all reasonable costs of replacing or repairing any property of the County or of others which is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee will maintain the Licensed Property and Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants will also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants must be completed within thirty (30) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within thirty (30) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property will be at Licensee's sole expense. Said removal or modification will be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County will give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the addresses set forth below. Licensee will have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to the County's complete satisfaction within the 30-day period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by the County, all reasonable costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, will expire and terminate following thirty (30) days' written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, the County will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and will have the right to enter on the Licensed Property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by

Licensee that are not removed prior to the County's termination of the license as to such Licensed Property will be deemed the property of the County as of the effective date of the County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement may be terminated by Licensee as to all or any portion of the Licensed Property by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee will, within the 30-day notice period, remove from the portion of the Licensed Property as to which this Agreement is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements within the portion of the Licensed Property as to which this Agreement is being terminated that are not removed within said period will become the property of the County. Licensee hereby agrees and acknowledges that Licensee will be liable to the County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated in whole or in part at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. DISTRICT AS LICENSEE

Notwithstanding any contrary provision herein, in the event that the Association ceases to exist or fails to comply with the terms, conditions, and obligations of this Agreement, the County will provide written notice to the District of the Association's nonexistence or noncompliance with this Agreement. Upon the receipt of such notice, the District will automatically assume the rights and obligations of the "Licensee" pursuant to this Agreement. Within thirty (30) days after the District's receipt of such notice, the District will remedy the Association's default and secure the insurance required pursuant to Article IV above or notify the County that the District desires to terminate this Agreement effective as of the end of such

30-day period.

X.
MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement will lie exclusively in Williamson County, Texas. Furthermore, this Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement are held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties will be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land; Waiver of Default. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each party's successors and assigns. Any party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee will not assign, sublet, or transfer its interest in this Agreement without the written consent of the County, which consent will not be unreasonably withheld. In the event that the County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, Licensee will furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address, and contact person.

E. Notices. All notices, demands, and requests for delivery of documents or information hereunder must be in writing and will be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder will be addressed as follows or to such other addresses which a party may so designate by sending notice as aforesaid:

To the Association at:

Water Oak at San Gabriel Homeowners Association, Inc.
1175 W. Bitters Rd., Suite 100
San Antonio, TX 78216

To the County at:
Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with a copy to:

Williamson County Engineer
Joe England, P.E. (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

Additionally, the County and the Association agree to copy the District and ABG Water Oak Partners, Ltd. (the "Developer") on all notices, demands, and requests hereunder at the following addresses or to such other addresses that the District or the Developer, as applicable, may designate by sending notice as aforesaid:

To the District at:

Williamson County MUD 25
c/o Allen Boone Humphries Robinson LLP
1108 Lavaca Street
Suite 510
Austin TX 78701

To the Developer at:

ABG Water Oak Partners, Ltd.
A. Bradford Galo
1175 W. Bitters Rd., Suite 100
San Antonio, TX 78216

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement will comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

H. Gender, Number and Headings. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and will not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and

there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

J. No Waiver of Immunities. Nothing in this Agreement will be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or the District, or their respective past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither the County nor the District waives, modifies, or alters 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.

K. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.

THE REMAINDER OF THIS PAGE IS BLANK

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 2016 (the "Effective Date").

COUNTY:

WILLIAMSON COUNTY, a political subdivision of the State of Texas

By: _____
Dan A. Gattis,
Williamson County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2016 by Dan A. Gattis, as County Judge of WILLIAMSON COUNTY, a political subdivision of the state of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

ASSOCIATION:

WATER OAK AT SAN GABRIEL
HOMEOWNERS' ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

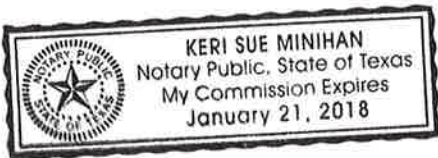
§

§

COUNTY OF BEXAR

§

This instrument was acknowledged before me on this the 4th day of February, 2016, by Sandra Johnson, HOA President of WATER OAK AT SAN GABRIEL HOMEOWNERS' ASSOCIATION., a Texas non-profit corporation, on behalf of said non-profit corporation.



Keri Sue Minihan

NOTARY PUBLIC, State of Texas

DISTRICT
WILLIAMSON COUNTY MUD 25, a political subdivision of the State of Texas

By: _____

Board of Directors

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the 9th day of February, 2016 by Jason Natho, President of Williamson County MUD 25, a political subdivision of the state of Texas, on behalf of said political subdivision.



Michelle Joy Bryan
NOTARY PUBLIC, State of Texas

EXHIBIT "A"
LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of the Water Oaks Subdivision located within the boundaries of Williamson County MUD 25 as more particularly described on Exhibit "A-1" and depicted on Exhibit "A-2". For reference, the Water Oaks Subdivision is generally depicted on Exhibit "A-3".

EXHIBIT "A-1"
LICENSED PROPERTY

246.7 ACRES
WILLIAMSON COUNTY
MUD NO. 25 - NORTH TRACT

FN. NO. 14-358 (MJR)
SEPTEMBER 14, 2014
BURY NO. R0101399-004

DESCRIPTION

OF 246.7 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING COMPRISED OF THE FOLLOWING TRACTS OF LAND: A PORTION OF THE REMAINDER OF THAT CERTAIN 324.00 ACRE TRACT CONVEYED TO LAREDO WO, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014278; A PORTION OF THE REMAINDER OF THAT CERTAIN 192.314 ACRE TRACT CONVEYED TO LAREDO WO, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014289; ALL OF WATER OAK NORTH, SECTION 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2013033404; ALL OF THAT CERTAIN 21.255 ACRE TRACT OF LAND AND THAT CERTAIN 26.673 ACRE TRACT OF LAND CONVEYED TO ABG WATER OAK PARTNERS LTD, BY DEED OF RECORD IN DOCUMENT NO. 2013095985; ALL OF THAT CERTAIN 22.225 ACRE TRACT OF LAND CONVEYED TO ABG WATER OAK PARTNERS LTD, BY DEED OF RECORD IN DOCUMENT NO. 2013080524; AND ALL OF THAT CERTAIN 21.341 ACRE TRACT OF LAND CONVEYED TO ABG WATER OAK PARTNERS LTD, BY DEED OF RECORD IN DOCUMENT NO. 2013080600 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 246.7 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the southerly right-of-way line of State Highway 29 (100' R.O.W.), at the northeasterly corner of said Water Oak North, Section 1, being the northwesterly corner of that certain 20.26 acre tract conveyed to Brian Farney, by Deed of record in Document No. 2006090870 of said Official Public Records, for the northeasterly corner hereof;

THENCE, leaving the southerly right-of-way line of SH 29, along the easterly line of said Water Oak North, Section 1, being the westerly and southerly lines of said 20.26 acre tract, for a portion of the irregular easterly line hereof, the following three (3) courses and distances:

- 1) S21°07'39"E, a distance of 1046.26 feet to a 1/2-inch iron rod found at the base of a fence corner post being the southwesterly corner of said 20.26 acre tract for an angle point hereof;
- 2) S88°34'42"E, a distance of 699.50 feet to a 1/2-inch iron rod found for an angle point;
- 3) S88°25'14"E, a distance of 177.79 feet to a 1/2-inch iron rod found at the southeasterly corner of said 20.26 acre tract, being in the westerly line of that certain 22.5562 acre tract conveyed to William Charles Bagwell and wife, Patricia C. Bagwell by deed of record in Volume 2232, Page 578 of said Official Records, and the northeasterly corner of Lot 3, Block C, of said Water Oak North, Section 1 for an angle point hereof;

THENCE, continuing along the easterly line of said Lot 3 and the easterly line of said remainder of 324.00 acre tract, being a portion of the westerly line of said 22.5562 acre tract and a portion of the westerly line of that certain 32.61 acre tract conveyed to William Charles Bagwell and wife, Patricia C. Bagwell, by deed of record in Volume 2438, Page 499 of said Official Public Records, for a portion of the easterly line hereof, the following eleven (11) courses and distances;

- 1) S07°05'31"E, a distance of 396.88 feet to a 1/2-inch iron rod found for an angle point;
- 2) S07°00'59"E, a distance of 140.08 feet to a 1/2-inch iron rod found at the common westerly corner of said Bagwell tracts for an angle point;
- 3) S06°58'42"E, a distance of 347.80 feet to a 1/2-inch iron rod found for an angle point;
- 4) S07°08'33"E, a distance of 120.67 feet to a 1/2-inch iron rod found for an angle point;
- 5) S07°52'32"E, a distance of 201.58 feet to a 1/2-inch iron rod found for an angle point;
- 6) S07°52'24"E, a distance of 161.62 feet to a 1/2-inch iron rod found for an angle point;
- 7) S07°22'37"E, a distance of 172.62 feet to a 1/2-inch iron rod found for an angle point;
- 8) S08°03'47"E, a distance of 149.47 feet to a 1/2-inch iron rod found for an angle point;
- 9) S08°15'27"E, a distance of 319.11 feet to a 1/2-inch iron rod found for an angle point;
- 10) S09°50'24"E, a distance of 216.94 feet to a 1/2-inch iron rod found for an angle point;
- 11) S08°50'33"E, a distance of 106.62 feet to the southeasterly corner hereof;

THENCE, leaving the westerly line of said 32.61 acre tract, over and across said remainder of 324.00 acre tract, for a portion of the southerly line hereof, the following fourteen (14) courses and distances:

- 1) S85°29'19"W, a distance of 449.68 feet to an angle point;
- 2) N83°24'03"W, a distance of 631.05 feet to an angle point;
- 3) N83°30'08"W, a distance of 537.04 feet to an angle point;
- 4) S69°22'53"W, a distance of 73.16 feet to an angle point;

- 5) N70°46'38"W, a distance of 378.89 feet to an angle point;
- 6) N66°34'59"W, a distance of 514.75 feet to an angle point;
- 7) N79°23'25"W, a distance of 202.85 feet to the point of curvature of a non-tangent curve to the right;
- 8) Along said curve, having a radius of 60.09 feet, a central angle of 64°13'48", an arc length of 67.37 feet, and a chord which bears N48°16'31"E, a distance of 63.89 feet to the point of reverse curvature of a curve to the left;
- 9) Along said curve, having a radius of 25.25 feet, a central angle of 56°54'32", an arc length of 25.08 feet, and a chord which bears N51°56'09"E, a distance of 24.06 feet to the end of said curve;
- 10) N28°29'05"E, a distance of 40.45 feet to the point of curvature of a curve to the left;
- 11) Along said curve, having a radius of 172.56 feet, a central angle of 31°47'15", an arc length of 95.73 feet, and a chord which bears N12°10'28"E, a distance of 94.51 feet to the point of tangency of said curve;
- 12) N03°43'00"W, a distance of 218.14 feet to the point of curvature of a curve to the left;
- 13) Along said curve, having a radius of 152.50 feet, a central angle of 25°40'06", an arc length of 68.32 feet, and a chord which bears N16°33'02"W, a distance of 67.75 feet to the point of tangency of said curve;
- 14) N29°23'05"W, a distance of 14.78 feet to the point of curvature of a non-tangent curve to the left in the southerly line of said 21.255 acre tract;

THENCE, along the southerly line of said 21.255 acre tract and said 26.673 acre tract, for a portion of the southerly line hereof, the following seven (7) courses and distances:

- 1) Along said curve, having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord which bears N74°23'31"W, a distance of 35.36 feet to the end of said curve;
- 2) S60°36'55"W, a distance of 246.18 feet to the point of curvature of a curve to the right;
- 3) Along said curve, having a radius of 232.50 feet, a central angle of 15°01'43", an arc length of 60.98 feet, and a chord which bears S68°07'46"W, a distance of 60.81 feet to the end of said curve;
- 4) S06°19'15"E, a distance of 176.09 feet to an angle point;

- 5) S83°40'45"W, a distance of 84.78 feet to an angle point;
- 6) N73°37'51"W, a distance of 287.96 feet to an angle point;
- 7) N83°07'59"W, a distance of 345.83 feet to an angle point;

THENCE, leaving the southerly line of said 26.673 acre tract, over and across said remainder of 192.314 acre tract, for a portion of the southerly line hereof, the following seven (7) courses and distances:

- 1) S34°01'43"W, a distance of 3.02 feet to an angle point;
- 2) N71°24'02"W, a distance of 36.14 feet to an angle point;
- 3) S10°53'40"E, a distance of 49.33 feet to an angle point;
- 4) S34°01'43"W, a distance of 14.18 feet to the beginning of a non-tangent curve to the right;
- 5) Along said curve, having a radius of 775.01 feet, a central angle of 20°17'37", an arc length of 274.50 feet, and a chord which bears S41°39'46"W, a distance of 273.07 feet to the end of said curve;
- 6) S64°08'59"W, a distance of 959.72 feet to an angle point;
- 7) S86°01'11"W, a distance of 882.50 feet to a point in the westerly line of said 192.314 acre tract, being the easterly line of that certain 73.74 acre tract conveyed to Dennis L. Chapman, and wife Karol G. Chapman by deed of record in Document No. 9545414 of said Official Records for the southwesterly corner hereof;

THENCE, along a portion of the easterly line of said 73.74 acre tract, being the westerly line of said 192.314 acre tract, for a portion of the irregular westerly line hereof, the following eight (8) courses and distances:

- 1) N00°15'54"W, a distance of 295.33 feet to a nail found at an angle point;
- 2) N04°32'45"E, a distance of 49.08 feet to a nail found at an angle point;
- 3) N02°05'56"E, a distance of 31.02 feet to a nail found at an angle point;
- 4) N00°04'52"E, a distance of 74.51 feet to a nail found at an angle point;
- 5) N02°25'02"W, a distance of 79.29 feet to a nail found at an angle point;
- 6) N00°29'19"W, a distance of 311.09 feet to a nail found at an angle point;

- 7) N01°10'38"W, a distance of 96.13 feet to a nail found at an angle point;
- 8) N02°08'59"E, a distance of 140.61 feet to a nail found at the southwesterly corner of that certain 106.000 acre tract conveyed to Zamin, L.P. by Deed of record in Document No. 2010065268 of said Official Public Records for the westernmost northwesterly corner hereof;

THENCE, leaving the easterly line of said 73.74 acre tract, along the southerly line of said 106.000 acre tract, for a portion of the irregular westerly line hereof, the following sixteen (16) courses and distances:

- 1) S36°25'52"E, a distance of 145.97 feet to a 1/2-inch iron rod with cap set for an angle point;
- 2) S40°04'40"E, a distance of 159.64 feet to a 1/2-inch iron rod with cap set for an angle point;
- 3) S65°38'47"E, a distance of 83.14 feet to a 1/2-inch iron rod with cap set for an angle point;
- 4) N88°53'22"E, a distance of 622.87 feet to a cotton spindle set for an angle point;
- 5) N69°06'39"E, a distance of 153.64 feet to a cotton spindle set for an angle point;
- 6) N67°02'44"E, a distance of 133.64 feet to a 1/2-inch iron rod with cap set for an angle point;
- 7) S27°21'25"E, a distance of 172.95 feet to a 1/2-inch iron rod with cap set for an angle point;
- 8) S36°36'32"E, a distance of 272.53 feet to a 1/2-inch iron rod with cap set for an angle point;
- 9) S82°53'15"E, a distance of 115.61 feet to a cotton spindle set for an angle point;
- 10) N56°07'11"E, a distance of 186.34 feet to a 1/2-inch iron rod with cap set for an angle point;
- 11) N07°51'19"W, a distance of 67.58 feet to a 1/2-inch iron rod with cap set for an angle point;
- 12) N34°57'21"W, a distance of 1007.97 feet to a 1/2-inch iron rod with cap set for an angle point;
- 13) N55°43'32"E, a distance of 580.05 feet to a 1/2-inch iron rod with cap set for an angle point;
- 14) N32°47'04"W, a distance of 120.64 feet to a 1/2-inch iron rod with cap set for an angle point;

- 15) N56°00'28"E, a distance of 127.25 feet to a 1/2-inch iron rod with cap set at the point of curvature of a non-tangent curve to the right;
- 16) Along said curve, having a radius of 3928.88 feet, a central angle of 10°17'08", an arc length of 705.30 feet, and a chord which bears N61°09'02"E, a distance of 704.36 feet to a cotton spindle set for the northeasterly corner of said 26.673 acre tract, being in the westerly line of said 21.255 acre tract, also being the most easterly corner of said 106.000 acre tract for an angle point hereof;

THENCE, along a portion of the easterly line of said 106.000 acre tract, being the westerly line of said 21.255 acre tract, for a portion of the irregular westerly line hereof, the following three (3) courses and distances:

- 1) N16°22'04"W, a distance of 41.85 feet to a 1/2-inch iron rod found at an angle point;
- 2) S75°51'25"W, a distance of 8.20 feet to a 1/2-inch iron rod found at an angle point;
- 3) N22°47'48"W, a distance of 162.35 feet to a 1/2-inch iron rod found at the southwesterly corner of that certain 4.65 acre tract conveyed to SKKAJG, LLC by Deed of record in Document No. 2007042991 of said Official Public Records for an angle point;

THENCE, N66°58'15"E, leaving the easterly line of said 106.000 acre, along a portion of the northerly line 21.255 acre tract, being a portion of the southerly line of said 4.65 acre tract, for a portion of the irregular westerly line hereof, a distance of 156.15 feet to a 1/2-inch iron rod with cap found at the southeasterly corner of said 4.65 acre tract, in the westerly line of Lot 1, Block G of said Water Oak North Section 1 for an angle point;

THENCE, leaving the northerly line of said 21.255 acre tract, along a portion of the westerly line and northerly line of said Lot 1, Block G, being the southerly line of said 4.65 acre tract, for a portion of the irregular westerly line hereof, the following five (5) courses and distances:

- 1) N40°04'03"W, a distance of 225.44 feet to a 1/2-inch iron rod found, for an angle point;
- 2) N17°01'29"W, a distance of 166.80 feet to a 1/2-inch iron rod with cap found for an angle point;
- 3) N73°11'24"E, a distance of 120.22 feet to a 1/2-inch iron rod found for an angle point;
- 4) S39°54'51"E, a distance of 138.55 feet to a 1/2-inch iron rod found for an angle point;

5) S72°25'16"E, a distance of 16.36 feet to a 1/2-inch iron rod found at the southeasterly corner of said 4.65 acre tract, being the southwesterly corner of that 3.61 acre tract conveyed to William Homeyer and wife, Diane Homeyer, by deed of record in Volume 641, Page 660 of the Deed Records of Williamson County, Texas for an angle point;

THENCE, S74°05'44"E, continuing along the northerly line of said Lot 1, Block G, being the southerly line of said 3.61 acre tract, for a portion of the irregularly westerly line hereof, a distance of 233.21 feet to a 1/2-inch iron rod found at the southerly common corner of said 3.61 acre tract and that certain 3.65 acre tract conveyed to Zion Pets, LLC by deed of record in Document No. 2007000292 of said Official Public Records for an angle point;

THENCE, S89°25'07"E, continuing along the northerly line of said Lot 1, Block G, being the southerly line of said 3.65 acre tract, for a portion of the irregular westerly line hereof, a distance of 226.37 feet to a 1/2-inch iron rod found at the southeasterly corner of said 3.65 acre tract being the southwest corner of Lot 2, Block G of said Water Oak North Section 1 for an angle point;

THENCE, N01°54'09"E, leaving the northerly line of said Lot 1, Block G, along the westerly line of said Lot 2, Block G, for a portion of the irregular westerly line hereof, a distance of 580.44 feet to a 1/2-inch iron rod found at the northeasterly corner of said 3.65 acre tract, being in the southerly right-of-way line of State Highway 29 for the most northerly northwesterly corner hereof;

THENCE, S86°51'22"E, along the southerly right-of-way line of State Highway 29, being a portion of the northerly line of said Water Oak North, Section 1, for northerly line hereof, a distance of 1250.08 feet to the **POINT OF BEGINNING**, and containing 246.7 acres of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM, NAD83(96) CENTRAL ZONE, ESTABLISHED BY NGS OPUS SOLUTION USING CORS STATIONS DF5370, AF9638, DE5999, DF4062, & DE5999.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BURY-AUS, INC.
221 WEST SIXTH ST.
SUITE 600
AUSTIN, TEXAS 78701

9/16/14
JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # F-10107500



[illegible]

EXHIBIT "A-3"
DEPICTION OF WATER OAK SUBDIVISION



Commissioners Court - Regular Session**11.****Meeting Date:** 02/23/2016

Gomez Subdivision - Preliminary Plat

Submitted For: Joe England**Submitted By:** Stephen Jones-Meyer, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Gomez Subdivision - Pct 4.

Background

This subdivision consists of two single family lots and no feet of new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsGomez Subdivision - Preliminary Plat

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 02/18/2016

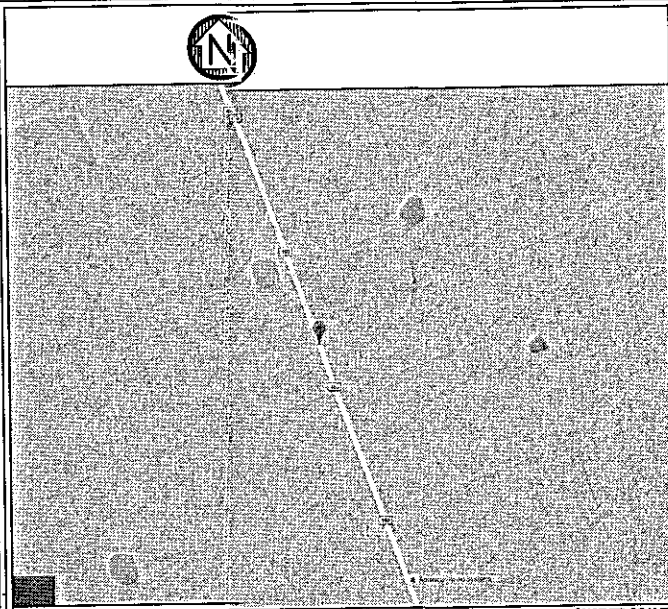
Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/16/2016 01:59 PM



MAPSCO 2008 MAP 649 F5 LOCATION MAP

GENERAL NOTES:
1.) ALL CORNERS NOT MARKED ARE 1/2" IRON ROD SET.
2.) IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT. 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, PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
3.) IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF PROPERTY.
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS FLOODPLAIN DATA. IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4.) RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

C.P.S. NOTES:

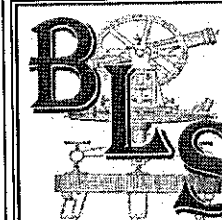
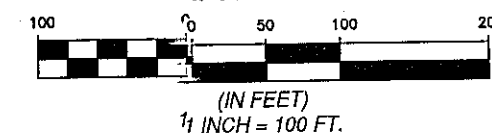
PLAT NUMBER

PRELIMINARY PLAT OF GOMEZ SUBDIVISION

BEING A 6.02 ACRE TRACT OF LAND, OUT OF THE SARAH WOODRUFF SURVEY, ABSTRACT NO. 662, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 7.5 ACRES CONVEYED BY DEED RECORDED IN VOLUME 2494, PAGE 863, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.



GRAPHIC SCALE



BARRERA LAND SURVEYING

TBPLS FIRM No. 101830-00
436 BREESEPORT
SAN ANTONIO, TEXAS 78216
(210) 444-9023 OFFICE
(210) 444-9479 FAX
(210) 837-4328 CELL
info.barreralandsurveying@gmail.com

DATE: 11/1/2015

JOB # 1257-15

STATE OF TEXAS
COUNTY OF WILLIAMSON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER

DULY AUTHORIZED AGENT
OWNER/DEVELOPER ADDRESS:

TERRI GOMEZ
1785 COUNTY ROAD 460
COUPLAND, TEXAS 78258
PH: (512) 590-5718
TGOMEZ001@YAHOO.COM

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS
DAY OF

NOTARY PUBLIC
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, COUNTY CLERK OF WILLIAMSON COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE DAY OF A.D. AT M. AND DULY RECORDED IN THE DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, IN BOOK/VOLUME, ON PAGE, IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS DAY OF A.D., 20.

COUNTY CLERK, WILLIAMSON COUNTY TEXAS

BY: , DEPUTY

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, County Judge of Williamson County, Texas, do hereby certify that this plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and this plat is authorized to be registered and recorded in the proper records of the County Clerk Williamson County, Texas.

Name of current judge, County Judge
Williamson County, Texas, Date

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, 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 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.

Name of current clerk, Clerk County Court
of Williamson County, Texas
By: Deputy

Based upon the representations of the Engineer or Surveyor whose seal is affixed hereto, and after review of the plat as represented by the said Engineer or Surveyor, find that this plat conforms with the Williamson County Floodplain Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

Name of current Floodplain administrator
Williamson County Floodplain Administrator Date

Road name and address assignments verified this the day of 20 A.D.

Williamson County Addressing Coordinator

LEGEND:

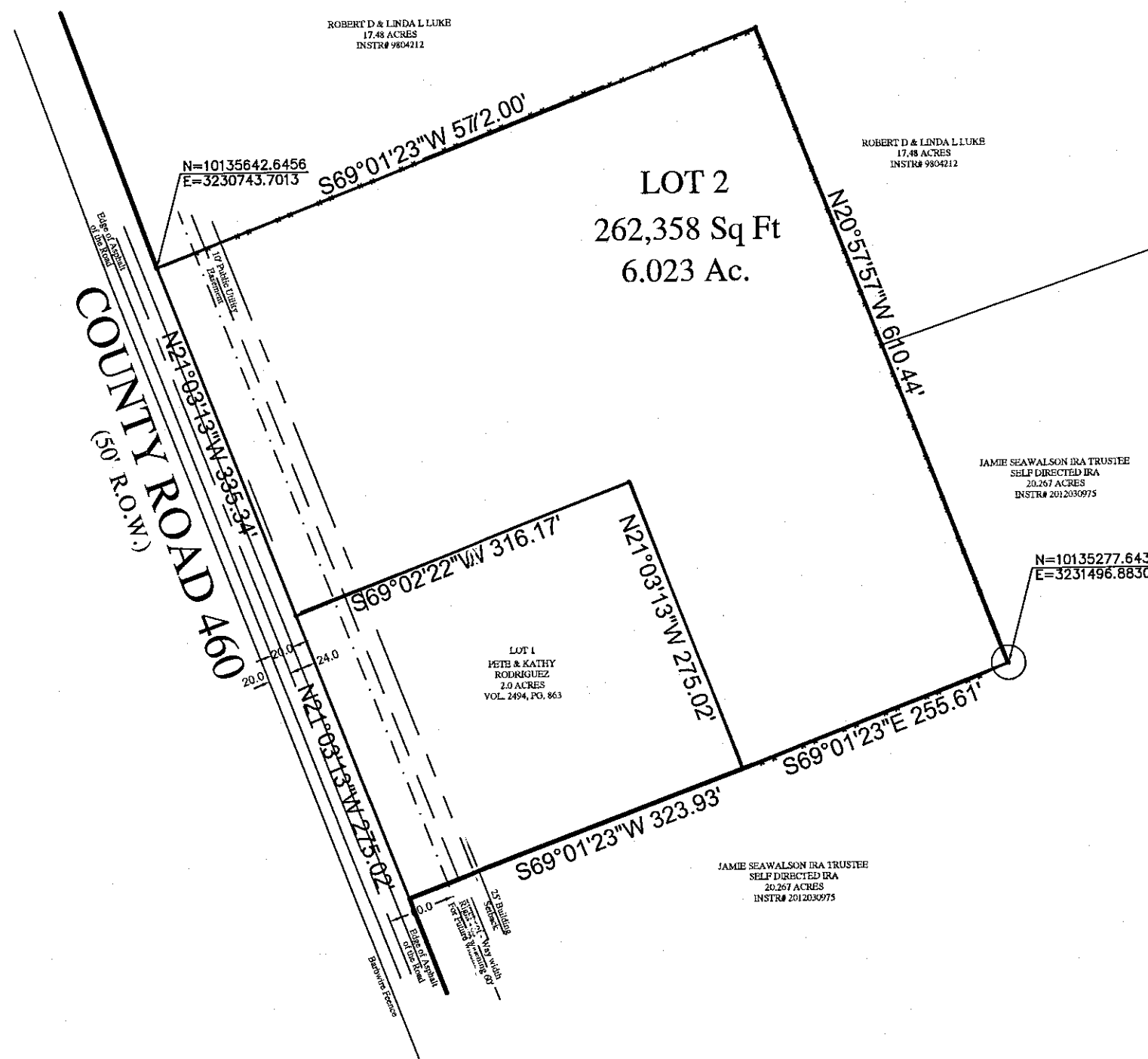
PROPOSED FINISHED CONTOURS
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
SET 1/2" IRON ROD UNLESS OTHERWISE NOTED
ELECTRIC, TELEPHONE, GAS & CABLE TV EASEMENT E, T, G & CATV ESM'T
RIGHT-OF-WAY R.O.W.
EXISTING CONTOURS

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5286

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

LICENSED PROFESSIONAL ENGINEER NO. 55516



Commissioners Court - Regular Session**12.****Meeting Date:** 02/23/2016

Legacy Oaks - Preliminary Plat

Submitted For: Joe England**Submitted By:** Stephen Jones-Meyer, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Legacy Oaks subdivision - Pct 3.

Background

This subdivision consists of five single family lots and one new private road.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Legacy Oaks - Preliminary Plat

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 02/18/2016

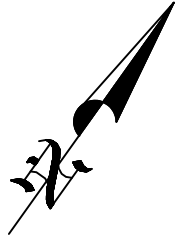
Reviewed By

Wendy Coco

Date

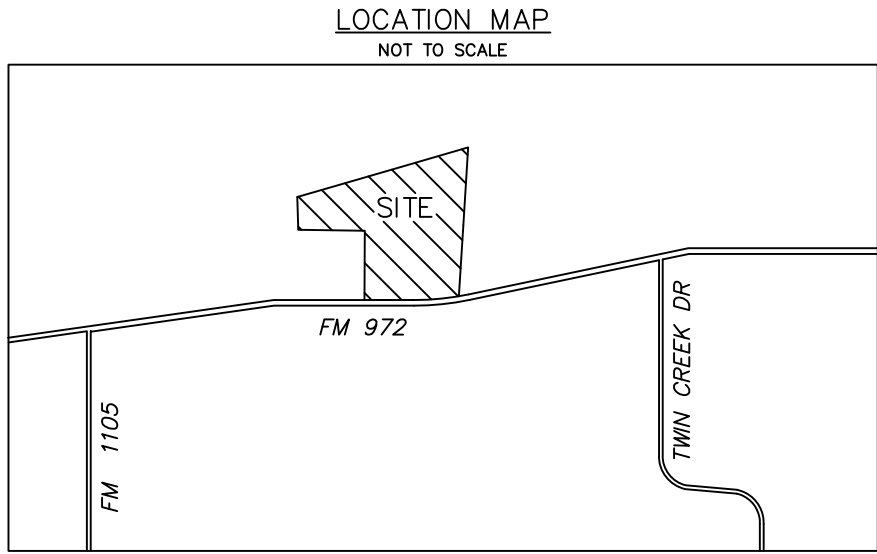
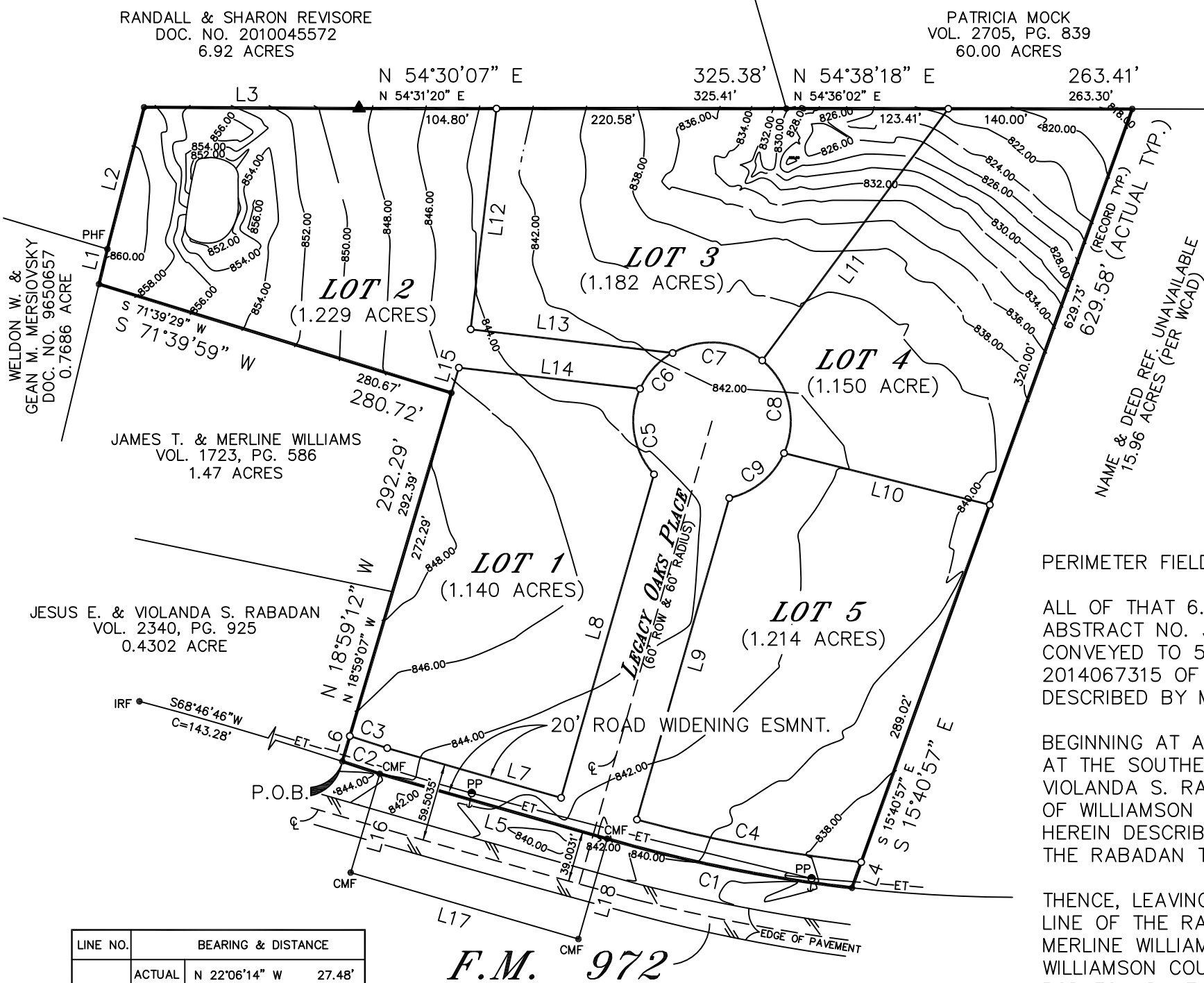
02/18/2016 11:24 AM

Started On: 02/17/2016 08:50 AM



SCALE: 1" = 100'

PRELIMINARY PLAT OF
LEGACY OAKS
6.705 ACRES OUT OF THE
ELI W. LAWLER SURVEY, ABSTRACT NO. 392, WILLIAMSON COUNTY, TEXAS



PERIMETER FIELD NOTES

ALL OF THAT 6.705 ACRES OF LAND, MORE OR LESS, OUT OF THE ELI W. LAWLER SURVEY, ABSTRACT NO. 392, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME TRACT OF LAND CONVEYED TO 5K CAPITAL, LTD. IN THE WARRANTY DEED RECORDED IN DOCUMENT NO. 2014067315 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHERLY RIGHT OF WAY LINE OF FM 972 AT THE SOUTHEAST CORNER OF THE 0.4302 ACRE OF LAND CONVEYED TO JESUS E. & VIOLANDA S. RABADAN RECORDED IN VOLUME 2340, PAGE 925 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHERLY SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE RABADAN TRACTS BEARS S 68°46'46" W AND A DISTANCE OF 143.28 FEET;

THENCE, LEAVING THE NORTHERLY RIGHT OF WAY LINE OF FM 972 AND ALONG THE EASTERLY LINE OF THE RABADAN TRACT AND THE 1.47 ACRES OF LAND CONVEYED TO JAMES T. & MERLINE WILLIAMS RECORDED IN VOLUME 1723, PAGE 586 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, N 18°59'12" W, A DISTANCE OF 292.29 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF THE WILLIAMS TRACT FOR A CORNER;

THENCE, ALONG THE NORTHERLY LINE OF THE WILLIAMS TRACT, S 71°39'59" W, A DISTANCE OF 280.72 FEET TO A 1/2" IRON ROD FOUND IN THE EASTERLY LINE OF THE 0.7686 ACRE OF LAND CONVEYED TO WELDON W. & JEAN M. MERSIOVSKY RECORDED IN DOCUMENT NO. 9650657 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF THE WILLIAMS TRACT FOR THE WESTERLY SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, ALONG THE EASTERLY LINE OF THE MERSIOVSKY TRACT N 22°06'14" W, A DISTANCE OF 27.48 FEET TO A PUNCH HOLE FOUND IN CONCRETE AT THE NORTHEAST CORNER OF THE MERSIOVSKY TRACT AND A CORNER OF THE 6.92 ACRES OF LAND CONVEYED TO RANDALL & SHARON REVISORE RECORDED IN DOCUMENT NO. 2010045572 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, N 20°58'55" W, A DISTANCE OF 111.35 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, ALONG THE SOUTHERLY LINE OF THE REVISORE TRACT AND THE 60.00 ACRES OF LAND CONVEYED TO PATRICIA MOCK RECORDED IN VOLUME 2705, PAGE 839 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE NORTHERLY LINE OF THE TRACT HEREIN DESCRIBED, THE FOLLOWING THREE (3) COURSES:

1. N 54°52'05" E, A DISTANCE OF 163.35 FEET TO A CALCULATED POINT INSIDE A LIVE OAK TREE;
2. N 54°30'07" E, A DISTANCE OF 325.38 FEET TO A 1/2" IRON ROD FOUND;
3. N 54°38'18" E, A DISTANCE OF 263.41 FEET TO A 1/2 IRON ROD FOUND AT THE NORTHWEST CORNER OF THE 15.96 ACRES OF LAND, NAME AND DEED REFERENCE UNAVAILABLE PER THE WILLIAMSON CENTRAL APPRAISAL DISTRICT, FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, ALONG THE WESTERLY LINE OF THE 15.96 ACRES AND THE EASTERLY LINE OF THE TRACT HEREIN DESCRIBED, S 15°40'57" E, A DISTANCE OF 629.58 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHERLY RIGHT OF WAY OF FM 972 AND THE SOUTHWEST CORNER OF THE 15.96 ACRES FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF FM 972 AND THE SOUTHERLY LINE OF THE TRACT HEREIN DESCRIBED; THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1126.89 FEET, AN ARC DISTANCE OF 190.24 FEET, A CHORD BEARING OF S 65°16'22" W AND A CHORD DISTANCE OF 190.01 FEET TO A CONCRETE MONUMENT FOUND;
2. S 70°32'36" W, A DISTANCE OF 179.94 FEET TO A CONCRETE MONUMENT FOUND AT THE BEGINNING OF A CURVE;
3. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2912.94 FEET, AN ARC DISTANCE OF 30.07 FEET, A CHORD BEARING OF S 72°23'05" W AND A CHORD DISTANCE OF 30.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.705 ACRES OF LAND, MORE OR LESS.

ENGINEERS CERTIFICATION

I, JAVIER BARAJAS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARDS BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C 0325E, EFFECTIVE DATE SEPTEMBER 26, 2008.

DATE

JAVIER BARAJAS
REGISTERED PROFESSIONAL ENGINEER NO. _____
STATE OF TEXAS
LANDMARK ENGINEERING, INC.
5811 BLUE BLUFF ROAD
AUSTIN, TEXAS 78724 15270-1

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, TODD KURIO, MANAGER OF THE GENERAL PARTNERSHIP, FIVEK CAPITAL PARTNERS, LTD. OWNER OF THE 6.705 ACRES AS SHOWN HEREON, WHICH WAS CONVEYED TO FIVEK CAPITAL PARTNERS, LTD. BY DEED AS FILED IN DOCUMENT NO. 2014067315, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE UNDERSIGNED DOES HEREBY STATE THAT THERE IS NO LIENHOLDER OF THE PROPERTY AS DESCRIBED HEREON, DOES HEREBY ADOPT THIS PLAT TO BE KNOWN AS LEGACY OAKS AND DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON. THE UNDERSIGNED REPRESENTATIVE OF THE OWNER DOES HEREBY APPROVE THE RECORDATION OF THIS PLAT ON BEHALF OF THE OWNER AND DEDICATES TO THE PUBLIC ANY STREETS, ALLEYS, RIGHT OF WAY AND EASEMENTS SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THESE LOTS SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO NOTES AND RESTRICTIONS AS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2016.

TODD KURIO
MANAGER OF THE GENERAL PARTNERSHIP
FIVEK CAPITAL PARTNERS, LTD.
10300 RISING HILLS CIRCLE
AUSTIN, TEXAS 78759

DATE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TODD KURIO, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2016.

PRINTED NAME OF NOTARY AND STAMP

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SNS Engineering Inc.
Consulting Engineers * Land Planners * Surveyors

12885 US Highway 183 North, Suite 101-B (512)335-3944
Austin, Texas 78750 658/67, 665/65, 666/71, 670/70 FAX (512)250-8685

PAGE 1 OF 2

PRELIMINARY PLAT OF
LEGACY OAKS
6.705 ACRES OUT OF THE
ELI W. LAWLER SURVEY, ABSTRACT NO. 392, WILLIAMSON COUNTY, TEXAS

GENERAL NOTES

1. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
2. SEWER SERVICE TO THE TRACTS WILL BE PROVIDED BY APPROVED ON SITE SEWAGE FACILITIES. ON SITE SEWAGE FACILITIES SHALL BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
3. LOT 2 MAY NOT BE FURTHER SUBDIVIDED.
4. ACCESS FROM LOTS 1 AND 5 TO F.M. 972 IS PROHIBITED. DRIVEWAYS FROM LOTS 1 AND 5 SHALL CONNECT ONLY TO THE LEGACY OAKS PLACE.
5. 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.
6. NO BUILDINGS, FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON.
7. THE MINIMUM BUILDING SETBACKS FOR LOTS 1 & 5 SHALL BE 50 FEET FROM THE FRONT (FM 972) AND LOTS 2 THRU 4 SHALL BE 25 FEET FROM THE FRONT, 5 FEET FROM THE SIDES AND 25 FEET FROM THE REAR PROPERTY LINES. FOR LOTS 1 & 5 BUILDING SETBACKS ALONG PRIVATE STREET SHALL BE 25 FEET.
8. THE BUILDING OF ALL STREET, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY WILLIAMSON COUNTY, TEXAS. WILLIAMSON COUNTY DOES NOT ASSUME ANY OBLIGATION TO BUILD ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. WILLIAMSON COUNTY ASSUMES NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION. OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN ITS JURISDICTION.
9. WILLIAMSON COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN 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.
10. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
11. PARENT TRACT MAY BE SUBJECT TO ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 22, DEED RECORDS, WILLIAMSON COUNTY.

ROAD WIDENING

RIGHT OF WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL A 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 IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

LIEN FREE RIGHT OF WAY

ALL PUBLIC ROADWAYS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.

SURVEYORS CERTIFICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, EDWARD W. BRADFIELD, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

THE PERIMETER FIELD NOTES SHOWN HEREON HAVE A MATHEMATICAL CLOSURE WITHIN THE STANDARDS AS STATED IN THE PROFESSIONAL LAND SURVEYING ACT OF THE STATE OF TEXAS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EDWARD W. BRADFIELD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5617
STATE OF TEXAS
SNS ENGINEERING, INC.
12885 US HIGHWAY 183 NORTH, SUITE 101
AUSTIN, TEXAS 78750

DATE

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF INTERIM
REVIEW, MARK-UP AND DRAFTING
UNDER THE AUTHORITY OF EDWARD
W. BRADFIELD, RPLS 5617 ON
DECEMBER 08, 2015. IT IS NOT TO
BE USED FOR CONSTRUCTION OR
PERMIT PURPOSES

MAIL BOXES

WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT OF WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

WILLIAMSON COUNTY 911 ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS _____ DAY OF _____ 2016 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

COUNTY HEALTH DISTRICT CERTIFICATION

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATION AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

DEBORAH L. MARLOW, RS, OS0029596
ASSISTANT DEPUTY DIRECTOR, ENVIRONMENTAL HEALTH SERVICES
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

DATE

FLOODPLAIN ADMINISTRATOR APPROVAL

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DICLAIMS 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.

JOE M. ENGLAND, P.E.,
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

DATE

COMMISSIONER'S COURT APPROVAL

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS, ROADS OR OTHER THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. IT IS FURTHER UNDERSTOOD THAT THE STREETS, ROADS AND OTHER THOROUGHFARES SHOWN HEREON ARE PRIVATE ROADS. THE COUNTY ASSUMES NO RESPONSIBILITY OR OBLIGATION FOR CONSTRUCTION OR MAINTENANCE. FURTHER, RESPONSIBILITY FOR MAINTENANCE FOR ALL ROADS AND DRAINAGE WAYS WITHIN THIS SUBDIVISION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AND ARCHITECTURAL CONTROL COMMITTEE.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, DAN GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THE PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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 _____, 2016 A.D., AT _____ O'CLOCK, _____M., AND DULY RECORDED THIS THE _____ DAY OF _____, 2016 A.D., AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NO. _____, TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT 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

DATE

WILLIAM WEHLIND, DEPUTY

DATE

15270-2

PAGE 2 OF 2

SNS Engineering Inc.
Consulting Engineers * Land Planners * Surveyors

12885 US Highway 183 North, Suite 101-B
Austin, Texas 78750 658/67, 665/65, 666/71, 670/70

(512)335-3944
FAX (512)250-8685

Commissioners Court - Regular Session**14.****Meeting Date:** 02/23/2016

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

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: Lydia Linden

Final Approval Date: 01/28/2016

Reviewed By

Wendy Coco

Date

01/28/2016 11:26 AM

Started On: 01/21/2016 05:01 PM

Commissioners Court - Regular Session**15.****Meeting Date:** 02/23/2016

American Planning Association - Transportation Division Small Grant Award

Submitted For: Joe England**Submitted By:** Stephen Jones-Meyer, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding ratification of small grant application and acceptance of \$500 grant from the American Planning Association Transportation Planning Division to support development of public outreach materials promoting Williamson County Trail Master Plan and active transportation projects.

Background

In the fall of 2015, planners at the County Engineer's office were made aware of a small grant opportunity through the American Planning Association Transportation Planning Division. The Transportation Planning Division had funding available to provide assistance with things such as a program or study, social activity, new initiative, speaker funding, or other innovative opportunity. Grants were typically a maximum of \$500 and funds could be awarded to an individual TPD member, transportation organization, government agency, student group, APA Chapter or APA Division. The applicant must be a TPD member to qualify for funding and recipients of a TPD Small Grant would be asked to provide a brief article for the monthly e-blast or quarterly newsletter.

Planners with the County Engineer's office coordinated with the Parks and Recreation Department to develop a proposal. The proposal outlined a plan to develop public outreach materials that would promote the Williamson County Trail Master Plan and active transportation.

Applications for grants were due October 1, 2015 and in December, members voted on a short list of finalists, including the Williamson County proposal. In early January, the County Engineer's office was notified that a grant of \$500 had been awarded to its proposal.

The County Engineer's office is asking permission from the Commissioner's Court to accept this grant.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Williamson County Small Grant Proposal](#)[APA Transportation Planning Grant Award Letter](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 01/20/2016 11:57 AM

S. Nathan Jones-Meyer
Department of Infrastructure
County Engineer's Office
Development Services
sjones@wilco.org



3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (512) 943-3330
Direct (512) 943-3362
Fax (512) 943-3335

APA Transportation Division Small Grant Proposal

Situation: Williamson County, Texas has historically been a rural place, characterized by rocky Texas Hill Country in the west and flat Blackland Prairie in the east. Over the past decade, however, Williamson County has emerged as one of the fastest growing counties in the nation and is experiencing rapid urbanization marked by a continued reliance on automotive transportation. The transition from rural to urban comes with many challenges for local planners but also many opportunities. One such opportunity is the development of the Williamson County Trails Master Plan. There is growing interest among county residents to develop alternative transportation options. The Williamson County Trails Master Plan identifies gaps in the existing trails system and recommends trail segments that increase connectivity. Two trail segments are already nearing the construction phase – the Bagdad Road Sidewalks and Shared Use Path and the Brushy Creek Regional Trail Phase V. While there has been considerable progress in development of the physical infrastructure of the trails system, there is now a need to increase public outreach that promotes the trails system as a fun and safe alternative transportation option. The County is in need of promotional materials that increase awareness of the trails system as an alternative transportation option and inform the public of the health and wellness benefits and safety considerations of using the trails system.

Proposed Solution: Planners with the Williamson County Department of Infrastructure along with the Parks Department will hold a public outreach event in order to promote fun and safe pedestrian and bicycle transportation on the trail system. The public outreach event will be held at county fairs and festivals. County staff will attend these events, set up a promotional booth, and pass out informational materials that focus on the health and wellness benefits of using the trails system and safety considerations. In order to incentivize interest, bicycle safety gear and gift cards to local outdoors apparel businesses will be raffled off.

Steps Involved:

1. Design an informational material package that promotes the trails system as an alternative transportation option, educates the public on the health and wellness benefits of using the trails system, and describes safety considerations.
2. Spend \$250 to purchase flyers and give away materials, such as pencils and stickers, as described in the informational material package. Spend \$250 to purchase raffle prizes from local outdoors apparel businesses.
3. Identify county fairs and festivals to attend.
4. Conduct public outreach.

Benefits:

- The public outreach events will be a good opportunity for the County increase awareness of the trails system and improve support from the public on the goals of the trails master plan.
- Outreach materials can be reused by the County and will help develop a guideline for the public involvement process in the future.

From: Nathan Jones-Meyer
To: [Daribel Texidor](#)
Subject: FW: APA Transportation Planning Grant
Date: Monday, January 11, 2016 10:58:33 AM
Attachments: [Copy of Division Only_DISBURSEMENT_Form_NEWEST.xls](#)

From: Catherine Duffy [mailto:catherinemarie.duffy@gmail.com]
Sent: Thursday, January 07, 2016 8:44 PM
To: Nathan Jones-Meyer
Cc: lawrence.lennon@hdrinc.com; Shelby Powell
Subject: APA Transportation Planning Grant

Congratulations!

I'm happy to announce that you are one of the winners of the APA Transportation Planning Division's Small Grant Award.

We're excited to support your project with the amount of \$500.

Please complete the payee section of the attached form and send it to Lawrence Lennon (cc'd) as well as a brief memorandum describing how you intend to spend this grant.

Please let me know if you have any questions and once again, congratulations from the TPD Team.

Catherine Duffy
Chair, APA Transportation Planning Division

Commissioners Court - Regular Session**16.****Meeting Date:** 02/23/2016

Seward Junction Southeast TCEQ Agent Authorization Form

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Seward Junction Southeast project.

Background

The Seward Junction Southeast project requires TCEQ approval of a Water Pollution and Abatement Plan (WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of CP&Y Inc. to submit the needed WPAP for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Seward Junction Southeast TCEQ Agent Auth Form

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/16/2016 02:35 PM

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Judge Dan A. Gattis,
Print Name

Williamson County Judge,
Title - Owner/President/Other

of County of Williamson, Texas,
Corporation/Partnership/Entity Name

have authorized Matthew Jasso, PE
Print Name of Agent/Engineer

of CP&Y, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to \$10,000 per day per violation.
2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.
3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.
4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.
5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature

Date

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____, ____.

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session**17.****Meeting Date:** 02/23/2016

Exchange Deed

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 Special Warranty Deed with Stephen F. Bohls and William F. Bohls regarding an exchange of property needed for the Bill Pickett Trail project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSpecial Warranty Deed

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/18/2016 10:55 AM

EXCHANGE SPECIAL WARRANTY DEED

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 BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **WILLIAMSON COUNTY, TEXAS** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00), in consideration of the grant of that certain exchange tract by deed from Grantee to Grantor, and other good and valuable consideration to Grantor in hand paid by Grantee, 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 **STEPHEN F. BOHLS and WILLIAM B. BOHLS** all of that certain tract or parcel 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:

All of that certain 0.135 acre (5,871 SF), more or less, being a part of and out of the W.J. Baker Survey, Abstract No. 65 , Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the premises 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 Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Stephen F. Bohls and William B. Bohls and their assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2015.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Stephen F. Bohls and William B. Bohls
300 Bowie Street, #3501
Austin, Texas 78703

AFTER RECORDING RETURN TO:

EXHIBIT _____

County: Williamson
Tract No.: 4
Highway: Williamson County Events Center Access Road
Limits: From: F. M. 397 (Carlos G. Parker Blvd.)
To: F. M. 1431 (Chandler Road)

DESCRIPTION FOR TRACT 4

DESCRIPTION OF A 0.135 ACRE (5,871 SQ. FT.) TRACT OF LAND, LOCATED IN THE W. J. BAKER SURVEY, ABSTRACT 65, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 39.863 ACRE TRACT OF LAND AS DEDICATED IN A DEED TO WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN DOCUMENT NUMBER 2014081582 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.135 ACRE (5,871 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 123.29 feet left of Bill Pickett Trail engineer's centerline station (E.C.S.) 54+86.95, on the west line of said 39.863 acre tract, same being on the east line of a called 137.565 acre tract as dedicated in a deed to William B. Bohls and Stephen F. Bohls, Tract Two, recorded in document number 1999080705, O.P.R.W.C.TX.;

THENCE, with a curve to the left, an arc distance of 25.53 feet, through a central angle of 01°09'40", having a radius of 1260.00 feet, and a chord that bears S 15°43'47" W, a distance of 25.53 feet with the west line of said 39.863 acre tract, and the east line of said 137.565 acre tract, to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 128.51 feet left of E.C.S. 54+57.89, same point being on the proposed west right-of-way line of Bill Pickett Trail, for the **POINT OF BEGINNING** (Grid = N:10196993.68, E:3209156.90) of the tract described herein;

1) **THENCE**, S 04°59'07" W over and across said 39.863 acre tract with the proposed west right-of-way line of Bill Pickett Trail, a distance of 444.69 feet, to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW" set 88.68 feet left of E.C.S. 50+15.13, being on the common line of said 39.863 acre tract and said 137.656 acre tract, and the beginning of a curve;

2) THENCE, being a curve to right, an arc distance of 447.04 feet, through a central angle of 20°19'41", having a radius of 1,260.00 feet, and a chord that bears N 04°59'07" E, a distance of 444.70 feet to the **POINT OF BEGINNING**, and containing 0.135 acres (5,871 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS	§	

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30th day of September, 2015.

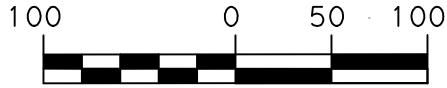
SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

**PRELIMINARY,
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE**

LEGEND

- CONCRETE MONUMENT FOUND
- ▣ TYPE II CONCRETE MONUMENT FOUND
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

WILLIAM B. BOHLS AND
STEPHEN F. BOHLS
TRACT TWO
CALLED 137.565 ACRES
DOC. NO. 1999080705
O.P.R.W.C.TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 09' 40"	1260.00'	25.53'	25.53'	S15° 43' 47" W
(C1)	38° 09' 01"	1260.00'	838.97'	823.56'	S02° 45' 33" E
C2	20° 19' 41"	1260.00'	447.04'	444.69'	N04° 59' 07" E

P.O.B.
GRID COORDINATES
E=3209156.90
N=10196993.68
E.C.S. 54+57.89
128.51' LT

**PRELIMINARY,
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE**

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. BILL PICKETT TRAIL ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. FRIESE SCHEMATIC RECEIVED BY SAM, LLC. IN SEPTEMBER, 2015.

* COMBINED ACREAGE CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

DATE

TIME: 1:46:23 PM

DATE: 10/6/2015

FILE: J:\1015035272\100\Survey\02Base\Parcels\PARCEL_4_1.dgn

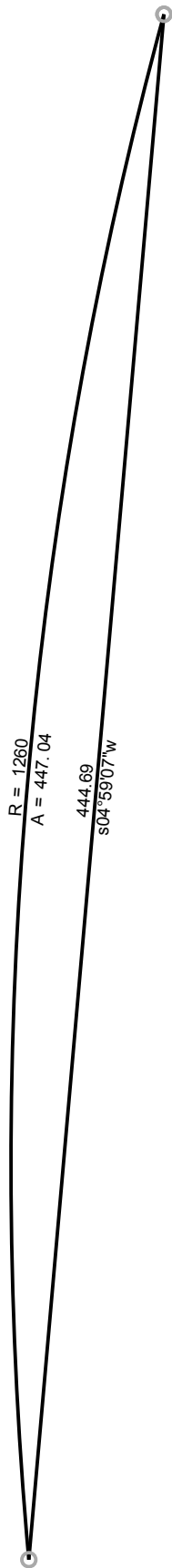
PAGE 3 OF 3
REF. FIELD NOTE NO. 21875

EXISTING	39.863 AC.	ACQUIRE	0.135 AC.	REMAINING	39.728 AC. LEFT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS
TRACT 4
0.135 AC. (5,871 SQ. FT.)

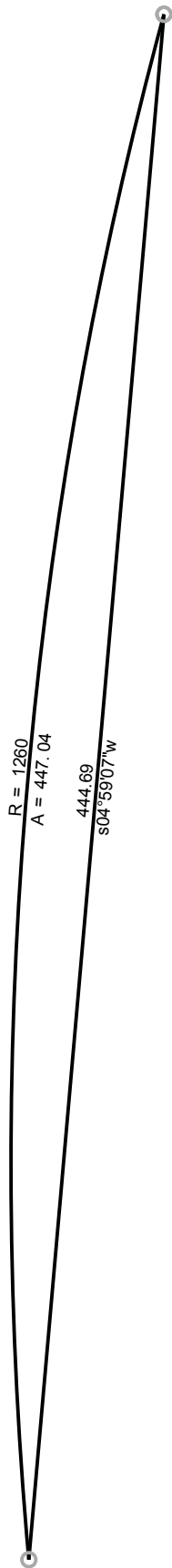


9/30/2015

Scale: 1 inch= 50 feet File: Parcel 04 PLAT.ndp

Tract 1: 0.1348 Acres (5872 Sq. Feet), Closure: s04.5907w 0.01 ft. (1/99191), Perimeter=892 ft.

01 s04.5907w 444.69
02 Rt, r=1260.00, arc=447.04, chord=n04.5907e 444.70



9/30/2015

Scale: 1 inch= 50 feet File: Parcel 04 SKETCH.ndp

Tract 1: 0.1348 Acres (5872 Sq. Feet), Closure: s04.5907w 0.01 ft. (1/99191), Perimeter=892 ft.

01 s04.5907w 444.69
02 Rt, r=1260.00, arc=447.04, chord=n04.5907e 444.70

Commissioners Court - Regular Session**18.****Meeting Date:** 02/23/2016

Special Warranty Deed- Kaufman Loop

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 Special Warranty Deed from Williamson County Municipal Utility District No. 23 regarding the Kaufman Loop Right of Way.

Background

Fiscal Impact

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

AttachmentsSpecial Warranty Deed- Kaufman Loop

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/18/2016 11:00 AM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
(Kaufman Loop Right of Way – 12.35 Acres)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF WILLIAMSON §

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, a political subdivision of the State of Texas with offices located at 1980 Post Oak Boulevard, Suite 1380, Houston, Harris County, Texas 77056 (hereinafter called "GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to GRANTOR in hand paid by **WILLIAMSON COUNTY**, a political subdivision of the State of Texas, whose address is 710 S. Main St., Suite 101, Georgetown, Texas 78626 (hereinafter called "GRANTEE"), the receipt of which is hereby acknowledged by GRANTOR, has GRANTED, SOLD and CONVEYED, and by these presents, does GRANT, SELL and CONVEY, unto the said GRANTEE herein, that certain approximately 12.35 acres of land more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called the "Property").

This conveyance is made and accepted subject to any and all matters of public record in the Office of the County Clerk of Williamson County, Texas, or existing on the ground, to the extent, and only to the extent, that the same may still be in force and effect.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, AND INCLUDING SPECIFICALLY, (1) THE ENVIRONMENTAL CONDITION OF THE PROPERTY (SUCH AS WHETHER WETLANDS ARE PRESENT ON THE PROPERTY OR WHETHER HAZARDOUS SUBSTANCES ARE LOCATED ON THE PROPERTY) AND (2) THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE. THE PROPERTY IS CONVEYED WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND IS AN "AS IS" AND "WITH ALL FAULTS" CONVEYANCE.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging to said GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind itself, and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise, subject to the aforesaid matters.

EXECUTED this 17 day of January, 2016.

GRANTOR:

**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 23**

By: 
Name: Kris Ehlert
Title: President, Board of Directors

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

This instrument was acknowledged before me on this 19th day of January, 2016, by Kris Ehlert, President of the Board of Directors of Williamson County Municipal Utility District No. 23, a political subdivision of the State of Texas, on behalf of said political subdivision.




Notary Public in and for the State of Texas

ACCEPTED by Williamson County this ____ day of _____, 2016.

GRANTEE:

WILLIAMSON COUNTY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2016, by _____, _____ of Williamson County, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for the State of Texas

(SEAL)

EXHIBIT A

Real Property Legal Description

KAUFMAN LOOP

DESCRIPTION FOR GAIDA FAMILY L.P., and D-STAR HOLDINGS, LP. – MA PARTNERS LLC Kaufman Loop

BEING 12.35 acres of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas. This parcel is a part of the 129.96 acre Tranche 3 which was surveyed in January of 2014, and part of the property that was conveyed to the Gaida Family Limited Partnership (two tracts) as described in the deed filed in Doc. 2004077499; part of the property that was conveyed to D-Star Holdings, LP (Tracts A through L) of record in Doc. 2006032206; and part of the property that was called 529.833 acres as described in a deed for a partial interest (2.65 %) from D-Star Holdings, LP and D-Star LLC to Gaida Family L.P. as described in Doc. 2009034512, of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in January of 2014, under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at an iron pin (steel rebar) which was set in the North line of State Highway 29, at the Southeast corner of a section of roadway that is to be known as Kaufman Loop (proposed). This corner exists in the South line of the said Tranche 3 and in the South line of the said 529.833 acre parcel for which a partial interest was conveyed to Gaida Family L.P. as described in Doc. 2009034512. An iron pin found at the Southeast corner of said Tranche 3 and at the Southeast corner of the said 529.833 acre parcel stands S 88°35'11" E 149.15 feet.

THENCE with the North line of State Highway 29, N 88°35'11" W 120.0 feet to an iron pin which was set.

THENCE with the West line of the proposed roadway to be known as Kaufman Loop, N 01° 25'53" E 389.11 feet to an iron pin which was set at the beginning of a curve to the left (C2) having a radius of 690.00 feet and a central angle of 62°43'01"; continuing with the arc of the curve 755.29 feet, the chord bears N 29°55'38" W 718.14 feet to an iron pin which was set at the end of the curve.

THENCE continuing with the South line of the proposed Kaufman Loop, N 61°17'08" W 988.18 feet to the beginning of a curve to the right (C3) having a radius of 1160.00 feet and a central angle of 38°51'26"; continuing with the arc of the curve 786.70 feet, the chord bears N 41°51'25" W 771.71 feet to an iron pin which was set at the end of the curve; (L2) N 22° 25'42" W 119.52 feet to an iron pin which was set at the beginning of a curve to the left (C7) having a radius of 1060.00 feet and a central angle of 72°29'53". continuing with the arc of the curve 1341.25 feet, the chord bears N 58°40'39" W 1253.55 feet to an iron pin which was set in the West boundary of Tranche 3.

THENCE along or near the general line of an existing fence with the common boundary between the property conveyed to Gaida Family LP / D-Star Holdings LP and the tract conveyed to 1941 Ltd. (Doc. 2000024139), N 07°36'45" W 120.12 feet to a capped ½ inch iron pin which was set for the Northwest corner of Tranche 3 and the upper Southwest corner of Tranche 1 of 200.00 acres. This corner exists in the curved North line of the proposed roadway to be known as Kaufman Loop.

DESCRIPTION FOR GAIDA FAMILY L.P., D-STAR HOLDINGS, LP. – MA PARTNERS LLC – KAUFMAN LOOP 12.35 AC.

PAGE 2

THENCE following the North and East boundary of Tranche 3 and the South and West boundary of Tranche 1, and the North and East boundary lines of the roadway to be known as Kaufman Loop, following the arc of a curve to the right (C6) having a radius of 1180.0 feet and a central angle of $72^{\circ}46'17''$, 1498.72 feet with the arc of the curve, the chord bears $S 58^{\circ}48' 51'' E$ 1400.00 feet to a capped iron pin which was set at the end of the curve; continuing with the East line of Kaufman Loop, (L1) $S 22^{\circ}25'42'' E$ 119.52 feet to an iron pin which was set at the beginning of a curve to the left (C16) having a radius of 1040.00 feet and a central angle of $38^{\circ}51'26''$; continuing with the arc of the curve, 705.31 feet, the chord bears $S 41^{\circ}51'25'' E$ 691.88 feet to a capped iron pin which was set for the lower Southwest corner of Tranche 1 (200.00 ac.).

THENCE with a line that departs the common boundary between Tranche 1 and Tranche 3, continuing with the Northeast boundary of Kaufman Loop, $S 61^{\circ}17'08'' E$ 988.18 feet to an iron pin which was set at the beginning of a curve to the right (C1) having a radius of 810.00 feet and a central angle of $62^{\circ}43'01''$; continuing with the arc of the curve 886.64 feet, the chord bears $S 29^{\circ}55'38'' E$ 843.03 feet to an iron pin which was set at the end of the curve; and $S 01^{\circ}25'53'' W$ 389.07 feet to the POINT OF BEGINNING.

FOREST SURVEYING AND MAPPING CO.

1002 Ash St.

Georgetown, Tx. 78626

T.B.P.L.S. Firm # 10002000

Commissioners Court - Regular Session**19.****Meeting Date:** 02/23/2016

Interlocal Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Interlocal Agreement between Williamson County and the City of Georgetown regarding the elevated tank site transfer, CR 111 construction and maintenance project and other related matters.

Background

Fiscal Impact

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

AttachmentsInterlocal Agreement- CR 111

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/18/2016 11:04 AM

INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF GEORGETOWN

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Interlocal Agreement (the "Agreement") is entered into as of this 9 day of February, 2016, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Georgetown, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

Whereas, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

Whereas, the City desires to acquire a 1.314 acre tract of excess right-of-way owned by the County for the location of a City water storage tank (the "Tank Site"), and

Whereas, the County desires to convey the Tank Site to the City for the considerations as stated herein,

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

I.

City Obligations

1. The City desires to acquire from the County, for the considerations stated herein, the Tank Site which is described in Exhibit "A", attached hereto and incorporated herein. The City has obtained an appraisal for the Tank Site, where it was valued in said appraisal at \$129,000.
2. In lieu of the cash payment, the City will credit the County for all permitting, impact and other fees due to the City from the County related to the construction of any new buildings within the City of Georgetown city limits and its extraterritorial jurisdiction constructed by the County, up to an amount totaling \$129,000.
3. As additional consideration, the City agrees to annex and assume operations and maintenance of CR111/Westinghouse Road from the IH-35 Northbound Frontage Road to FM

1460, after the County has completed certain road repairs as listed below in Exhibit "B" attached hereto.

4. The City will convey to the County two tracts of land comprising of 0.041 acres and 0.216 acres (attached hereto as Exhibits "C-1" and "C-2", respectively) needed for the expansion of CR 111.

II. County Obligations

1. The County agrees to convey the Tank Site to the City by Special Warranty Deed within five (5) days of the execution of this Agreement.

2. The County agrees to cause certain repairs to be made to Westinghouse Road within twelve (12) months of the execution of this Agreement. The road repairs are listed in Exhibit "B", attached hereto.

III. Miscellaneous Provisions

1. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

2. Governing Law. This Agreement will be governed by the Constitution and laws of the State of Texas.

3. Successors and Assigns. The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.

4. Headings. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

5. Partial Invalidity. If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

6. Waiver. Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

7. Amendments. This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. Cooperation. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. Venue. All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. Representations. Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. Exhibits. All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. Entire Agreement. This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. Term. This Agreement shall automatically terminate if the planning and design for the Tank Site has not been completed by the City within two (2) years after this Agreement is executed by both parties.
15. No Joint Venture. This Agreement shall not constitute a joint venture between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

(signatures on following page)

WILLIAMSON COUNTY

By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

Attest:

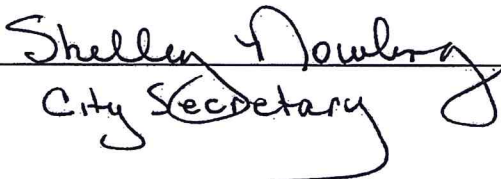
Nancy Rister, County Clerk

CITY OF GEORGETOWN, TEXAS

By: 

Date: 2/9/2016

Attest:


City Secretary

FIELD NOTES

1.314 ACRES
CITY OF GEORGETOWN

Page 1 of 3

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.314 ACRE (57,257 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, IN WILLIAMSON COUNTY, TEXAS, BEING A 1.166 ACRE PORTION OF THE 120 FOOT WIDE D. B. WOOD RIGHT-OF-WAY (ROW) AS REFERED TO IN CONTRACT FOR THE SALE OF LAND TO WILLIAMSON COUNTY (RIGHT OF WAY EASEMENT) BY INSTRUMENT RECORDED IN VOLUME 894, PAGE 600 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A 0.158 ACRE PORTION OF THAT CALLED 1.82 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2001052829 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.314 ACRE (57,257 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" Iron rod with aluminum cap stamped "C.O.G." set in the existing southerly ROW of said D. B. Wood Road, same being in the northerly boundary line of that called 2055.12 acre Tract 1 conveyed to Jim Forrest Avant, Jeff Wood Avant and Jamie Avant Dyhle by instrument recorded in Volume 2334, Page 548 of the Official Records of Williamson County, Texas for the westerly corner and **POINT OF BEGINNING** of the herein described tract, and from which 1/2" iron rod found in the existing northerly ROW of said D. B. Wood Road, same being the southeasterly corner of that called 33.68 acre Tract II conveyed to said Jim Forrest Avant, Jeff Wood Avant and Jamie Avant Dyhle by instrument recorded in said Volume 2334, Page 548 of the Official Records of Williamson County, Texas, also being the southwesterly corner of said 1.82 acre Williamson County tract, bears N 20°03'41" E at a distance of 121.83 feet;

- 1) **THENCE**, departing said existing southerly ROW line, crossing through said D. B. Wood Road ROW, along a curve to the left, having a delta angle of 45°57'33", a radius of 393.66 feet, an arc length of 315.77 feet, and a chord which bears N 77°07'19" E for a distance of 307.37 feet to a calculated point in said existing northerly ROW line of D. B. Wood Road, same being the southerly boundary line of said 1.82 acre tract, and from which the above mentioned 1/2" iron rod found in the existing northerly ROW line bears, along said existing northerly ROW line, same being said southerly boundary line of 1.82 acre tract, N 79°53'55" W at a distance of 262.00 feet;

THENCE, departing said existing northerly ROW line, through said 1.82 acre tract, the following three (3) courses:

- 2) continuing along said curve to the left, having a delta angle of 07°54'23", a radius of 393.66 feet, an arc length of 54.32 feet, and a chord which bears N 50°11'21" E for a distance of 54.28 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set;
- 3) N 46°14'09" E for a distance of 42.83 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set for the northerly corner of the herein described tract;
- 4) S 48°21'50" E for a distance of 145.54 feet to a calculated point in said existing northerly ROW line of D. B. Wood Road, same being the southerly boundary line of said 1.82 acre tract;

THENCE, departing said common line, crossing through said D. B. Wood Road ROW, the following three (3) courses:

1.314 ACRES
CITY OF GEORGETOWN

Page 2 of 3

- 5) S 48°21'50" E for a distance of 51.34 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set for an angle point;
- 6) S 58°54'57" E for a distance of 268.94 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set for an angle point, and from which, a 1/2" iron rod with plastic cap stamped "PBS&J" found for an angle point in the northeasterly boundary line of said 1.82 acre tract, same being the southwesterly boundary line of the remainder of that called Lot 1, Home Place, a subdivision of record in Cabinet K, Slide 117 of the Plat records of Williamson County, Texas, bears N 28°37'47" E at a distance of 120.11 feet;
- 7) S 63°49'30" E for a distance of 174.32 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set in said existing southerly ROW of D. B. Wood Road, same being in the northerly boundary line of said 2055.12 acre tract for the easterly corner of the herein described tract;

THENCE, with said common line, the following two (2) courses:

- 8) along a curve to the left, having a delta angle of 15°44'42", a radius of 1372.68 feet, an arc length of 377.22 feet, and a chord which bears N 72°02'23" W for a distance of 376.03 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set for a point of tangency;
- 9) N 78°53'55" W for a distance of 557.10 feet to the POINT OF BEGINNING, containing 1.314 acres (57,257 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 TRAVIS §

That I, Lawrence M. Russo, 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.

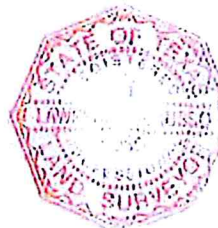
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.



Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

11/13/2014

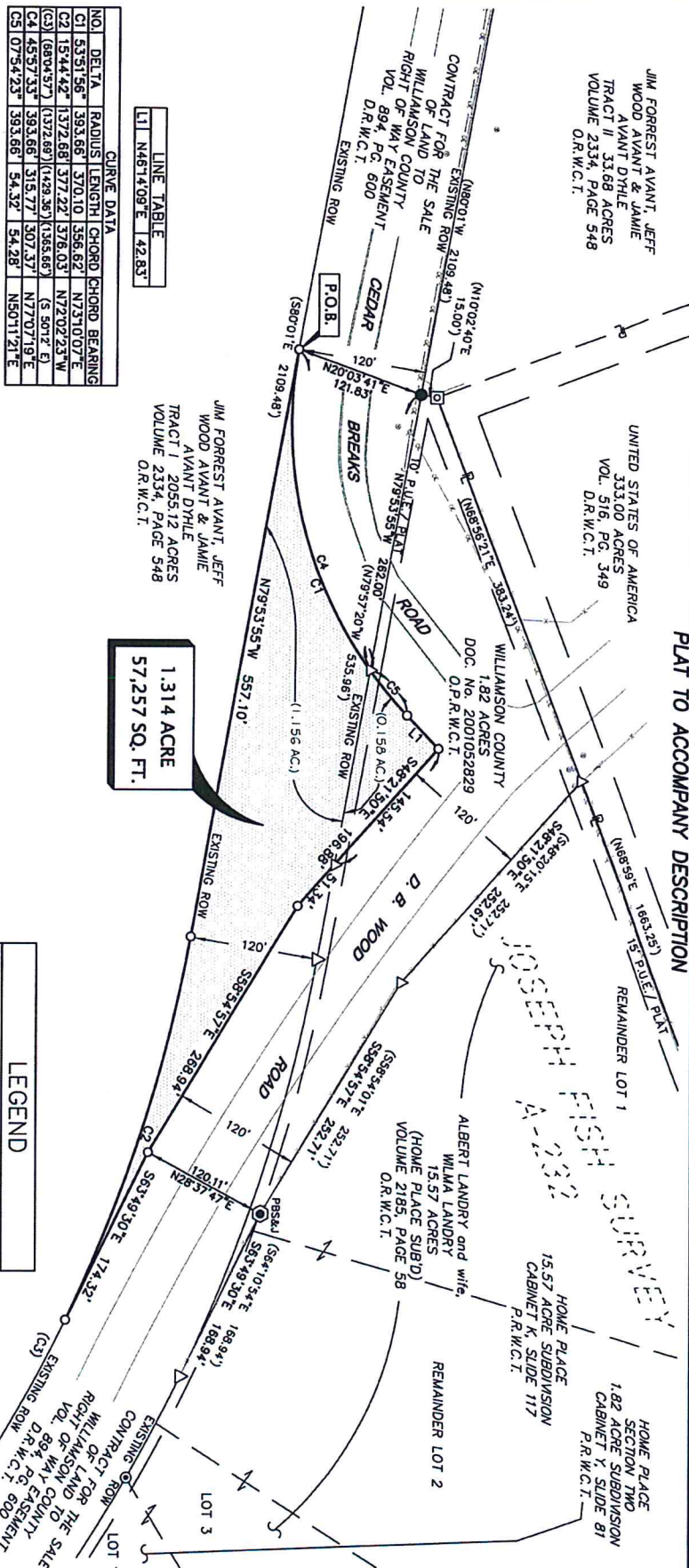
Date



S:\CDM-SMITH PROJECTS\BWOODS-CEDAR BREAKS TOPO BNDY

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



LINE	TABLE
L1	N46°14'09"E 42.83'

NO.	DELTA	RADIUS	CHORD	CHORD BEARING
C1	53°51'56"	393.66'	370.10'	N73°10'07"E
C2	15°44'42"	1372.68'	377.42'	N72°02'23"W
C3	68°04'57"	1372.68'	1429.38'	S30°12'07"E
C4	45°57'35"	393.66'	315.77'	N77°07'19"E
C5	07°54'23"	393.66'	54.32'	N50°11'21"E

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF A RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.
- 3) A FIELDNOTE DESCRIPTION ACCOMPANIES THIS EXHIBIT.

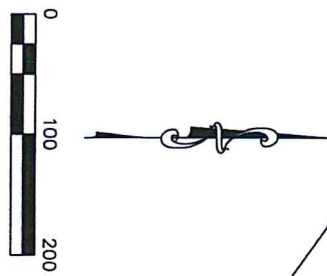
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo
 LAWRENCE M. RUSSO
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TX 78681
 DATE 11/3/2014



LEGEND

- 1/2" IRON ROD W/ ALUMINUM CAP
- △ STAMPED "C.O.G." SET
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD W/ PLASTIC CAP FOUND (AS NOTED)
- ⊗ 1/2" IRON PIPE FND (UNLESS NOTED)
- ⊕ CONCRETE MONUMENT FOUND
- PROPERTY LINE
- DENOTES COMMON OWNERSHIP
- () RECORD INFORMATION
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.P.R.W.C.T. REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



BOUNDARY SURVEY
 OF A 1.314 ACRE TRACT
 D.B. WOODS ROAD @ CEDAR BREAKS ROAD
 WILLIAMSON COUNTY, TEXAS

Exhibit B

Requested Maintenance of Westinghouse Road from East of IH 35 to FM 1460

The following list of maintenance items is a result of a project inspection on October 28, 2015 by:

City of Georgetown: Ed Polasek and Jim Briggs

Williamson County: Joe England and Robert Daigh

Maintenance List

1. Larger Bike lane signs
2. Seal curb line / pavement edge joint for length of project
3. Sweep gutters for length of project
4. Clean silt fence from inlet openings
5. West bound / 100 feet east of Park Central / add rock rip rap at each end of North headwall
6. West bound/west of Park Central / clean area inlet and add rack rip rap to fix washes
7. West bound / north side of road / east of Park Central/ rework concrete rip rap joint to remove displaced joint. Make transitions smoother.
8. West bound / north side/ reset displaced metal manhole cover
9. East bound / Replace rip rap and curb on south side at Novak property or remove rip rap and support slope with added fill
10. East bound / west of water quality ponds / fill around headwalls
11. East bound / clean water quality pond
12. East bound / east of water quality pond / relocate driveway "bullet" nose curb out of bike lane
13. East bound / east of water quality pond/ provide "French Drain" if seep is not waterline related. (item deleted due to seep being waterline related)
14. East bound / by Park Central Blvd sign/ patch inlet vertical supports at curb face by park central Blvd sign
15. East bound / from Thermotec Glass to inlet west of Thermotec / saw cut , remove and replace pavement within bike lane

PLAT TO ACCOMPANY PARCEL DESCRIPTION

41.94 AC
THE CARL W. GATTIS &
DOROTHY F. GATTIS
REVOCABLE LIVING TRUST
9836358

59.91 AC
THE CARL W. GATTIS &
DOROTHY F. GATTIS
REVOCABLE LIVING TRUST
9834538

CITY OF GEORGETOWN
1970/497

89.64 AC
LOUIS MILTON COCKRUM & WIFE
JOSHEPHINE MARIE COCKRUM
376/334

1,779 SF
0.041 AC

J ROBERTSON
ABSTRACT No. 545

(N 71°09' E 1034.87')
N 68°24'45" E 809.72'

(S 71° W 777.3' VS)
N 69°07'00" 474.80'

CR 111 / WESTINGHOUSE RD.

5.468 AC
WILLIAMSON COUNTY, TEXAS
2014004559

2.00 AC
DONNA H GAWARECKI AS TRUSTEE FOR
BRIAN MICHAEL GAWARECKI &
ADAM WAYNE GAWARECKI
933/846

144.41 AC
JOHN S AVERY EXEMPT TRUST
2006112407

60 ACRES
DONNA GAWARECKI FAMILY LAND TRUST
9707225 & 9816901

CITY OF GEORGETOWN
1970/497

J MOTT
ABSTRACT No. 497

EXHIBIT

C-1

PAGE 1 OF 2

STEGER BIZZELL

1978 S. AUSTIN AVENUE GEORGETOWN, TX 78624
812-920-5412
STEGERBIZZELL.COM

SCALE:
1"=100'

PARCEL:
8

PROJECT:
CR 111

COUNTY:
WILLIAMSON



PLAT TO ACCOMPANY PARCEL DESCRIPTION

89.64 AC
LOUIS MILTON COCKRUM & WIFE
JOSHEPHINE MARIE COCKRUM
376/334

J ROBERTSON
ABSTRACT No. 545

CR111 / WESTINGHOUSE RD.

5.468 AC
WILLIAMSON COUNTY, TEXAS
2014004559

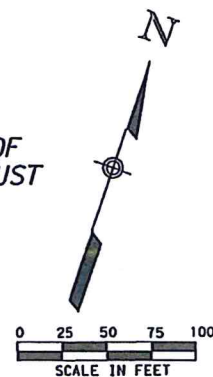
J MOTT
ABSTRACT No. 427

9,396 SF
0.216 AC

PROPOSED ROW

2.00 AC
DONNA H. GAWARECKI AS TRUSTEE FOR
BRIAN MICHAEL GAWARECKI &
ADAM WAYNE GAWARECKI
933/846

144.41 AC
JOHN S. AVERY, SR. TRUSTEE OF
THE JOHN S. AVERY EXEMPT TRUST
2006112407



PAGE 1 OF 2

EXHIBIT

PA

C-2

PROPERTY OF:
DOWN

STEGE BIZZELL

1978 S. AUSTIN AVENUE
312.930.9412
GEORGETOWN, TX 76626
STEGERBIZZELL.COM
SURVEYORS

SCALE:
1"=100'

PARCEL:
9

PROJECT:
CR 111

COUNTY:
WILLIAMSON



59.91 AC
THE CARL W. GATTIS &
DOROTHY F. GATTIS
REVOCABLE LIVING TRUST
9834538

CITY OF GEORGETOWN
1970/497

N 69°11'00" E 228.14'

S 69°11'00" W 170.67'

N 25°45'24" W 1519.34'

60 ACRES
DONNA GAWARECKI (51%)
FAMILY LAND TRUST (51%)
9707225 & 9816901

PROPOSED
DRAINAGE
EASEMENT

Commissioners Court - Regular Session**20.****Meeting Date:** 02/23/2016

Southwest Bypass

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 an Interlocal Agreement with the City of Georgetown in regards to the SW Bypass.

Background

This is for the County's portion of the bypass from FM 2243 to IH-35

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSW Bypass

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 02:24 PM

Started On: 02/18/2016 11:50 AM

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into by and between WILLIAMSON COUNTY, TEXAS (the “County”) and the CITY OF GEORGETOWN, TEXAS (the “City”), political subdivisions of the State of Texas.

RECITALS

WHEREAS, the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City executed an Industrial District Agreement with Texas Crushed Stone Company and Georgetown Railroad Company, Inc. effective March 31, 2011 and recorded in the Official Records of Williamson County as Document No.2011022308, a complete copy of which is attached as Exhibit “A” to this Agreement, and which pertains to the construction of at least a two-lane road commencing at the intersection of SH Toll 130 and CR 104, and terminating at its intersection with SH 29, which is referred to locally as the Southwest Bypass Road, the general location of which is shown by diagram on Exhibit “B” of this Agreement attached hereto; and

WHEREAS, Texas Crushed Stone Company and Georgetown Railroad Company, Inc. are the own and/or control certain tracts of real property that must be acquired as public right-of-way for the portion of the Southwest Bypass Road to be located between IH-35 and FM 2243 (a/k/a Leander Road); and

WHEREAS, Texas Crushed Stone Company and Georgetown Railroad Company, Inc. agreed to donate or allow use of the Right of Way Tract (defined herein) and the GRR License Tract (defined herein), subject to certain rights of Texas Crushed Stone Company and Georgetown Railroad Company, Inc. and to the terms and conditions of the Industrial District Agreement (defined herein), and the Special Warranty Deed (defined herein) and Railroad Crossing License (defined herein) and

WHEREAS, the County has bond funding available to reimburse the City for the costs of design and construction of Phase 1 of the Project (defined herein) and to fund the costs of design and construction of Phase 2 of the Project (defined herein); and

WHEREAS, by entering this Agreement it is the intention of the City to, among other things, 1) delegate to the County the duties to complete Phase 2 of the Project and perform the City’s obligations under the Industrial District Agreement and Special Warranty Deed, as modified by this Agreement, except those obligations specifically retained by the City as expressly stated herein; 2) allow the County to utilize the Right-of-Way Tract (defined herein) for the purposes of constructing Phase 2 of the Project under a temporary access and construction

easement, subject to the limitations, exceptions, reservations, and other terms and conditions of Industrial District Agreement, Special Warranty Deed, Railroad Crossing License, and the additional terms and conditions of this Agreement; and 3) address payment and/or reimbursement to the City by the County for design and construction of Phase 1 of the Project (defined herein); and

WHEREAS, by entering this Agreement it is the intention of the County to, among other things: 1) assume the obligation to fund the costs of design and construction of the Project at its sole cost and expense and in compliance with all terms and conditions of the Industrial District Agreement, Special Warranty Deed, Railroad Crossing License (as applicable), and this Agreement; 2) to promptly and fully pay or reimburse the City for the design and construction of Phase 1 of the Project; and 3) to obtain the right from the City to use that portion of the Right-of-Way Tract necessary for the County to construct Phase 2 of the Project at no additional cost to the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, City and County agree as follows:

ARTICLE I – DEFINITIONS

In addition to capitalized words defined elsewhere in this Agreement, the following words shall have the following meanings when used in this Agreement:

1.01 “Act” means the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791.

1.02 “Barnes Property” means that portion of the Right of Way Tract (defined herein) which is also described by metes and bounds in that certain deed from Jack R. Barnes and Judith H. Barnes to TCS (defined herein) recorded in the Official Records of Williamson County, Texas at Volume 744, Page 516, the location of which is shown on Exhibit “C” to this Agreement.

1.03 “City” means the City of Georgetown, Texas.

1.04 “City’s Project Representative” means the City Manager or his designee.

1.05 “Contract Documents” means and includes all documents prepared or caused to be prepared by the City related to Phase 1 of the Project (defined herein) or by the County related to Phase 2 of the Project (defined herein) in whatever form or format, including, without limitation, bidding documents (e.g., advertisements for bids, invitation for bids, instructions to bidders, bid forms, etc.), agreements between County, HDR (defined herein), HNTB (defined herein) and the County’s contractor, and the City’s engineer, project manager and construction contractor for the City, including general conditions, special conditions, supplementary conditions and all other terms and conditions; drawings, plans, specifications, amendments, modifications, addenda, change orders/work directives/field orders, submittals, reports, memoranda, pay applications, and communications; reports and drawings of subsurface and physical conditions; all other documents listed in the agreements with HDR, HNTB, the

County's construction contractor, the City's engineer, and the City's project manager, as constituting contract documents; and any other communications pertaining to the Project (defined herein) whether in written or electronic form.

1.06 "County" means Williamson County, Texas.

1.07 "County's Project Representative" means the County Auditor.

1.08 "GRR" means Georgetown Railroad Company, Inc.

1.09 "GRR License Tract" means that portion of the Right-of-Way Tract (defined herein) which is described in Section 3.1 of the Industrial Development Agreement as the GRR property, by sketch on Exhibit D-Part 3 of the Industrial Development Agreement as the "Railroad Crossing License", referred to in Exhibit H of the Industrial Development Agreement as the "GRR License Tract", and described by metes and bounds and surveyor's sketch in the survey attached hereto as Exhibit "C" to this Agreement.

1.10 "HDR" means HDR Engineering, Inc., a Nebraska corporation registered to business in the State of Texas.

1.11 "HNTB" means HNTB Corporation, a Delaware corporation registered to do business in the State of Texas.

1.12 "Industrial District Agreement" means that certain Industrial District Agreement by and among the City, TCS (defined herein) and GRR (defined herein) effective March 31, 2011 and recorded in the Official Records of Williamson County as Document No. 2011022308, including Exhibits A through H thereto, a complete copy of which (including exhibits) is attached to this Agreement as Exhibit "A"

1.13 "Owner" means, collectively, TCS (defined herein) and GRR (defined herein).

1.14 "Phase 1 of the Project" means that portion of the Project (defined herein) to be constructed on the GRR License Tract (defined herein) and on the Barnes Property (defined herein).

1.15 "Phase 2 of the Project" means all that portion of the Project (defined herein) to be constructed on any land other than the land included within the definition of "Phase 1 of the Project" (defined herein)

1.16 "Project" means a road meeting the standards set forth in this Agreement and having at least two paved lanes to be constructed between IH-35 and FM 2243 (a/k/a Leander Road) and known locally as the "Southwest Bypass."

1.17 "Railroad Crossing License" means the license agreement substantially in the form of Exhibit H attached to the Industrial Development Agreement (defined herein) conveying GRR's (defined herein) interest in a portion of the Right-of-Way Tract (defined herein) to the City.

1.18 “Right-of-Way Tract” means approximately 80.732 acres of land described on Exhibit “C” to this Agreement, which is to be conveyed to the City by TCS (defined herein) as right-of-way for the Project pursuant to the Industrial District Agreement (defined herein).

1.19 “Special Warranty Deed” the deed substantially in the form of Exhibit G attached to the Industrial Development Agreement (defined herein) conveying the Right-of-Way Tract (defined herein) from TCS (defined herein) to the City.

1.20 “TCEQ” means the Texas Commission on Environmental Quality, or its successor state agency having jurisdiction.

1.21 “TCS” means Texas Crushed Stone Company.

ARTICLE II – CITY OBLIGATIONS FOR THE PROJECT

2.01 The City agrees to provide notices to Owner under Sections 3.2(a), (g), and (h) of the Industrial District Agreement not later than ten (10) days after City receives a written request to do so from County. Written requests from the County to the City must be provided in the manner described in Section 9.12 of this Agreement.

2.02 As consideration for the County’s agreement to fund design and construction of Project at County’s sole cost and expense, the City agrees to allow the County to utilize the Right-of-Way Tract for the purposes of constructing Phase 2 of the Project, subject to the limitations, exceptions, reservations, and other terms and conditions of Industrial District Agreement, Special Warranty Deed, and Railroad Crossing License (as applicable), and to the additional terms and conditions of this Agreement. Not later than 30 days after the City and Owner have executed the Special Warranty Deed and Railroad Crossing License in accordance with Section 3.2(a) of the Industrial District Agreement, City will execute a Temporary Access and Construction Easement in the form attached hereto as Exhibit “D” allowing the County to utilize the Right-of-Way Tract for the purposes of constructing Phase 2 of the Project, which easement shall be expressly subject to the limitations, exceptions, reservations, and other terms and conditions of Industrial District Agreement, Special Warranty Deed, and Railroad Crossing License (as applicable), and the additional terms and conditions of this Agreement.

2.03 City agrees to obtain Endorsement 217, Indemnification under Contract, from the Texas Municipal League Intergovernmental Risk Pool, or otherwise comply with the requirements of Section 3.2(e) of the Industrial District Agreement.

2.04 City agrees to cooperate with the County and TxDOT to expedite driveway permitting for the Project at the IH-35 intersection.

2.05 City agrees to allow the County to construct Phase 2 of the Project within the City limits, if and to the extent necessary. City agrees to be responsible for the operation and maintenance of the Project after completion by the County and acceptance by the City.

2.06 Subject to and conditioned upon the County’s full compliance with the provisions of Article VI and with all other terms and conditions of this Agreement, City agrees to design

and construct Phase 1 of the Project.

ARTICLE III – COUNTY OBLIGATIONS FOR THE PROJECT

3.01 Except as expressly retained by the City under Article II of this Agreement or expressly modified by this Agreement, the City hereby delegates and the County hereby agrees to perform all duties and obligations of the City related to the Project under the Industrial District Agreement, the Special Warranty Deed, and the Railroad Crossing License (as applicable). The duties and obligations City delegates to County, and the duties and obligations County hereby accepts and agrees to perform at its sole cost and expense, include, but are not limited to:

- (a) Prepare for the City's and Owners' approval the Traffic Safety Plan in accordance with Section 3.2(f) of the Industrial Development Agreement and the Safety Plan in accordance with Sections 1(h) and (i) of the Railroad Crossing License.
- (b) Design Phase 2 of the Project in compliance with the Southwest Bypass Road Conditions defined and described in Sections 3.2(a)(i) through (v) of the Industrial District Agreement and with all additional standards and conditions of the Special Warranty Deed and the Railroad Crossing License (as applicable).
- (c) Construct Phase 2 of the Project in compliance with the Southwest Bypass Road Conditions defined and described in Sections 3.2(a)(i) through (v) of the Industrial District Agreement and with all additional standards and conditions of the Special Warranty Deed and the Railroad Crossing License (as applicable).
- (d) Cause final completion and acceptance by the City of Phase 2 of the Project to occur on or before March 31, 2020.
- (e) Locate, install, and relocate utilities underground as necessary for Phase 2 of the Project and to serve the Property (as that term is defined in Exhibit B of the Industrial District Agreement), including acquisition of right-of-way, easements, and/or other property, and professional fees. County agrees to perform the City's responsibilities, if any, related to utilities, including those responsibilities memorialized in other documents, as referenced in Section 3.2(d) of the Industrial District Agreement.
- (f) Design, locate, and construct the water quality and/or detention pond as necessary for the Project and to serve the Property (as that term is defined in Exhibit B of the Industrial District Agreement) in accordance with Section 3.3 of the Industrial District Agreement, and Exhibit "D" thereto, and as required by TCEQ or other regulatory agency, including acquisition of right-of-way, easements, and/or other property, and professional fees.
- (g) Obtain and maintain the insurance required by the Industrial Development Agreement and Special Warranty Deed, and Article VI of this Agreement, and name the City as an additional insured on such policies.

- (h) Provide notices to the City in accordance with Article II of this Agreement.
- (i) Timely prepare all Contract Documents for Phase 2 of the Project in compliance with the Industrial Development Agreement, Special Warranty Deed, and/or Railroad Crossing License, as applicable, and this Agreement, and provide electronic and hard copies of all Contract Documents to the City as required by Section 5.03 of this Agreement.
- (j) Pay to the City all Phase 1 Design Costs (defined herein) and Phase 1 Construction Costs (defined herein), and all other costs referenced in Section 2(a), (b), (d) and (e) of the Railroad Crossing License, and all other sums due under this Agreement.

3.02 County agrees to comply with all other terms and conditions of the Industrial District Agreement, Special Warranty Deed, and Railroad Crossing License (as applicable) as necessary to obtain and maintain all rights to use the Right-of-Way Tract for the Project at no cost to the City. County represents and warrants that it will comply with the terms of the Industrial District Agreement, Special Warranty Deed, and Railroad Crossing License (as applicable) and all other applicable laws as if it were the City, subject to the modification made by Sections 3.01(d) and 3.03 of this Agreement to the completion deadline.

3.03 County hereby agrees that, as to its performance of the City's obligations under Article III of the Industrial District Agreement, the deadline of March 31, 2026 described in Section 3.2(b) of the Industrial District Agreement, Section 7 of the Railroad Crossing License, and in the Special Warranty Deed as the "Primary Term," shall, as to the County and for the purposes of this Agreement and the Project, be deemed to be March 31, 2020. This Agreement makes no other modifications to the terms or conditions of the Industrial Development Agreement, Special Warranty Deed, or Railroad Crossing License and County is required to comply with all other terms and conditions thereof (as applicable) as if it were the City.

3.04 County's obligations to relating to Phase 1 of the Project are set forth in Article VI of this Agreement.

3.05 Failure of the County to comply with any of the terms and conditions of the Industrial Development Agreement, Special Warranty Deed, or Railroad Crossing License (as applicable) as modified by this Agreement, or with any of the terms and conditions of this Agreement, is a material breach of this Agreement.

ARTICLE IV – TERM

4.01 This Agreement shall commence upon the Effective Date (defined herein) and shall end on March 31, 2020, unless otherwise agreed by the City and the County in writing.

ARTICLE V – PROJECT MANAGEMENT

5.01 County hereby represents and warrants to the City that HDR shall design and

provide other engineering services for Phase 2 of the Project and that HNTB will provide professional construction management services for Phase 2 of the Project in compliance with the terms and conditions of this Agreement, Industrial District Agreement, the Special Warranty Deed, the Railroad Crossing License, and all applicable laws. City shall review the plans and specifications for Phase 2 of the Project at 30%, 60% and 90% completion, and shall approve the final design and construction Contract Documents, in writing. County shall provide copies of all written (including electronic) communications, documents, and other transmittals sent to or received from HDR, HNTB, the County's construction contractor(s), and the County related to Phase 2 of the Project when and as created.

5.02 Construction of Phase 2 of the Project shall be competitively bid and awarded by the County as required by Texas law.

5.03 County shall provide, or cause HDR, HNTB, and/or its construction contractor to provide, electronic and hard copies of all Contract Documents for Phase 2 of the Project to the City within seven (7) days of the effective date of said Contract Documents (or portion thereof).

5.04 County shall cause City to be named as an additional insured on the County's Contractor's insurance policies and on the insurance policy to be secured by the County as required under Section 3.2(e) of the Industrial District Agreement. County shall cause the County's Contractor to provide a performance bond that includes County and City as dual obligees.

5.05 City's Project Representative shall be invited to attend construction progress meetings for Phase 2 of the Project, at the same time and in the same manner as the County, and shall receive a copy of the minutes for each meeting at the same time the minutes are sent to the County.

5.06 County shall provide to the City copies of all material testing reports and all other inspection reports for Phase 2 of the Project at the same time the inspection reports are sent to the County. City shall have the right to access and inspect Phase 2 of the Project during construction and the County shall not interfere with such access or inspection by the City.

5.07 At substantial completion of Phase 2 of the Project, City and County shall inspect Phase 2 of the Project for compliance with the Contract Documents. The City and County shall jointly prepare a punchlist. The City shall accept Phase 2 of the Project for operation and maintenance when the City acknowledges, in writing, that all of the following conditions precedent are satisfied: 1) HDR and HNTB certify that all punchlist work is complete; 2) HDR and HNTB certify that Phase 2 of the Project is finally complete in accordance with the Contract Documents; 3) the County's construction contractor(s) provides a two-year maintenance bond to the City; and 4) the Traffic Safety Plan and Safety Plan are approved by Owner and the City and fully implemented by the County.

ARTICLE VI – PHASE 1 OF THE PROJECT

6.01 The provisions of this Article VI apply to Phase 1 of the Project.

6.02 Subject to the terms and conditions of Article VI of this Agreement regarding the County's obligation to pay for design and construction of Phase 1 of the Project, City shall be responsible for design and construction of Phase 1 of the Project.

6.03 City shall provide to County a copy of the final, executed Contract Documents pertaining to design, project management, and construction of Phase 1 of the Project. The County hereby agrees that the provisions in the City's design and construction Contract Documents pertaining to payment applications by the engineer and contractor for work on Phase 1 of the Project are hereby deemed to be sufficient to support requests for payment of Phase 1 Project Costs (defined herein) by the City to the County under Section 6.05 of this Agreement.

6.04 Any change orders increasing the estimated Phase 1 Design Costs or Phase 1 Construction Costs by more than \$_____ over the original estimated engineering cost or construction contract price (not including any contingency amounts) related to work on Phase 1 of the Project must be approved in advance, in writing, by HDR, HNTB, the County's Project Representative, the engineer retained by the City, the project manager retained by the City (if any), and the City's Project Representative. HDR's, HNTB's, and the County's Project Representative's approval of any such change order(s) shall not be unreasonably conditioned or withheld. Notwithstanding the foregoing, change orders shall be deemed to have been approved by HDR, HNTB, the County's Project Representative as of the date that is forty-five (45) days after submittal of same by the City to the County.

6.05 Payment by the County to the City for the design and construction of Phase 1 of the Project shall be as follows:

- (a) Not later than thirty (30) days after the effective date of the Contract Documents by and between the City and the engineer selected by the City to design Phase 1 of the Project, the County shall pay to the City one hundred percent (100%) of the City's estimated costs for designing Phase 1 of the Project (the "Phase 1 Design Costs"). Not later than thirty (30) days after the effective date of the Contract Documents by and between the City and the project manager and construction contractor selected by the City to construct Phase 1 of the Project, the County shall pay to the City fifty percent (50%) of the full project management contract price plus fifty percent (50%) of the full construction contract price shown in the executed Contract Documents for all work associated with construction of Phase 1 of the Project, including, without limitations, the estimated cost of project management, labor, materials, equipment, trench safety, erosion control, environmental, Safety Plan costs, Traffic Safety Plan costs, contingency amounts, and all other costs, fees and expenses related to design and construction of Phase 1 of the Project (collectively, the "Phase 1 Management and Construction Costs"). Payments of the Phase 1 Design Costs and the Phase 1 Management and Construction Costs required by this Section 6.05(a) shall be made on or before the deadlines set forth above by cashier's check made payable to the City of Georgetown, Texas and sent to the City Manager at

the address for Notices set forth in Section 9.12 of this Agreement with the annotation “Southwest Bypass Phase 1 –Initial Funding.”

- (b) After the effective date of the Contract Documents, but no more frequently than once every thirty (30) days, the City shall invoice the County for the actual engineering, project management, and construction costs attributable to Phase 1 of the Project incurred since the prior invoice date. Said invoices shall be accompanied by the City-approved pay application documentation received by the City from its engineer, project manager, or contractor, as applicable. County shall pay full the amount due on each invoice no later than the date that is sixty (60) days after the date of the invoice (the “Due Date”) by cashier’s check or bank wire in order not to be considered delinquent; provided, however, that the County may dispute an invoice in the manner set forth in Section 6.06 of this Agreement and payment of an invoice in full shall not constitute a waiver of the County’s right to dispute the invoice. If paid by cashier’s check, payment of an invoice must be received on or before the Due Date at the address given for Notices in Section 9.12 of this Agreement and with the annotation described in Section 6.05(a) of this Agreement. If paid by wire, County shall request wiring instructions from the City prior to remitting payment by bank wire and the City’s account must be credited with the funds on or before the Due Date. Exhaustion of the funds received under Section 6.05(a) of this Agreement shall not be a precondition to the City’s right to request and receive payment under this Section 6.05(b) of this Agreement, and the City shall have the discretion to apply the funds received from the County under Section 6.05(a) of this Agreement to the final pay applications of City’s engineer, project manager (if applicable), and contractor.
- (c) Any amount invoiced to the County that is not paid by the Due Date shall accrue an immediate ten percent (10%) penalty, plus interest at the rate set forth in Texas Government Code Section 2251.025(b). The County further agrees to pay all costs of collection including attorney’s fees.
- (d) The obligation of the County to make payments under this Agreement constitutes a general obligation or indebtedness of the County. Failure of the County to make payments under this Agreement is a material breach of this Agreement.

6.06 If the County at any time disputes the amounts to be paid by it to the City under this Article VI, the County shall nevertheless make the disputed payment or payments, but the County shall have the right to seek a judicial determination whether the amounts shown on an invoice paid by the County are in accordance with the terms of this Agreement. If it is subsequently determined by agreement or court decision that the disputed amount paid by the County should have been less or more, the City shall promptly prepare a revised invoice reflecting the agreed or adjudicated amount due, and any payments required to be made pursuant to the revised invoice shall be remitted to the Party entitled to receive them per the revised invoice within three (3) business days after receipt of the revised invoice.

6.07 Article VI of this Agreement shall be a material breach of this Agreement and shall, in addition to seeking any other remedy available to it under this Agreement, allow the City to cease all performance of its obligations under this Agreement.

ARTICLE VII – INSURANCE AND INDEMNITY

7.01 COUNTY ACKNOWLEDGES THAT THE SOUTHWEST BYPASS ROAD WILL BE CONSTRUCTED AND OPERATED WITHIN AN ACTIVE QUARRY ZONE CONTAINING AN ACTIVE QUARRY OPERATION. THE COUNTY HEREBY AGREES TO INDEMNIFY CITY AND OWNER AGAINST LOSSES FROM CLAIMS OR LAWSUITS RESULTING FROM THE COUNTY’S CONSTRUCTION OF THE SOUTHWEST BYPASS ROAD WITHIN AN ACTIVE QUARRY ZONE BY OBTAINING ENDORSEMENT 217, INDEMNIFICATION UNDER CONTRACT, FROM THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, AND/OR OTHER INSURANCE COVERAGE AS NECESSARY TO COMPLY WITH THE INSURANCE AND INDEMNITY REQUIREMENTS OF THE INDUSTRIAL DISTRICT AGREEMENT. IN THE EVENT A CLAIM OR LAWSUIT IS BROUGHT AGAINST THE COUNTY, CITY, OR OWNER, THE TML INTERGOVERNMENTAL RISK POOL AND/OR OTHER INSURER, WILL PROVIDE A DEFENSE FOR CITY AND FOR OWNER, AND WILL PAY DAMAGES, IF ANY.

7.02 THE COUNTY AGREES TO OBTAIN, AT COUNTY’S SOLE COST AND EXPENSE, A GENERAL LIABILITY INSURANCE POLICY TO PROTECT AGAINST ANY AND ALL BODILY INJURY OR PROPERTY DAMAGE AS A RESULT OF THE PROJECT AND TO NAME THE CITY AND OWNER AS ADDITIONAL INSURED ON SUCH POLICY. COUNTY AGREES TO INDEMNIFY AND HOLD CITY AND OWNER HARMLESS FROM ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, OR OTHER DAMAGES RELATED TO THE PROJECT IN EXCESS OF THE INSURANCE COVERAGE.

7.03 COUNTY AGREES AND ACKNOWLEDGES THAT CITY AND OWNER DO NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE PROJECT. COUNTY AGREES AND ACKNOWLEDGES THAT CITY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT COUNTY MAY HAVE NOW OR IN THE FUTURES, OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY COUNTY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER COUNTY, RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE PROJECT, AND COUNTY EXPRESSLY RELEASES CITY FROM ANY SUCH CLAIM OR CAUSE OF ACTION.

7.04 COUNTY WAIVES ANY CLAIM THE COUNTY OR THE COUNTY’S CONTRACTORS MAY HAVE AGAINST CITY OR OWNER RESULTING FROM DAMAGE TO THE SOUTHWEST BYPASS ROAD, UTILITIES CONSTRUCTED WITHIN THE RIGHT-OF-WAY TRACT, AND ANY OTHER PROPERTY, SO LONG AS QUARRY OPERATIONS ARE CONSISTENT WITH REQUIREMENTS ESTABLISHED BY STATE LAW, FEDERAL LAW AND INDUSTRY STANDARDS,

INCLUDING, WITHOUT LIMITATION, CLAIMS THE COUNTY OR THE COUNTY'S CONTRACTORS MAY HAVE AGAINST OWNER ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH TREMORS, VIBRATIONS, FLYING ROCKS OR DEBRIS, NOISE OR NOXIOUS ODORS.

ARTICLE VIII – DEFAULT AND REMEDIES

8.01 Any material breach by the County of this Agreement, the Industrial Development Agreement, the Special Warranty Deed, or the Railroad Crossing License (as applicable) shall be a default of this Agreement. If a Party commits a default of this Agreement, any notice given by the non-defaulting Party to the defaulting party shall describe the alleged default in reasonable detail (the “Notice of Default”).

8.02 If the Notice of Default pertains to the failure of the County to perform any of its monetary obligations set forth in this Agreement, the County shall cure the monetary default within fourteen (14) days after the date of the Notice of Default (the “Monetary Cure Period”). If the Notice of Default pertains to failure of a Party to perform a non-monetary obligation set forth in this Agreement, the defaulting Party must commence cure of the non-monetary default(s) specified in the Notice of Default within thirty (30) days after the date of the Notice of Default, and must thereafter diligently pursue such cure to completion, but in no event longer than sixty (60) days after the date of the Notice of Default (the “Non-Monetary Cure Period”).

8.03 If the defaulting Party does not cure the default before the expiration of the applicable cure period (specified in Section 8.02 of this Agreement), and if the non-defaulting Party has not waived the default in writing, then after the expiration of the applicable cure period, the non-defaulting Party may, in its sole discretion, and without prejudice to any other right or remedy allowed under this Agreement, cease performance of its obligations under Articles II and VI of this Agreement and seek any relief available at law or in equity, all of which are cumulative and are in addition to any other right or remedy given under this Agreement which may now or subsequently exist in law or in equity by statute or otherwise, and the exercise of any one remedy does not preclude the exercise of another. Damages, if any, to which any non-defaulting Party may be entitled shall be limited to actual damages and shall not include special, incidental, or consequential damages. To the extent that any course of dealing, act, omission, failure, or delay in exercising any right or remedy under this Agreement constitutes the election of an inconsistent right or remedy, that election does not constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement of any provision of this Agreement. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy.

8.04 In addition to the City's rights under other Sections of this Agreement, if County fails to cause substantial completion of the Project to occur on or before March 31, 2020 and/or to be completed in compliance with all terms and conditions of this Agreement and the Industrial Development Agreement, the Special Warranty Deed, and the Railroad Crossing License (as applicable), the City may, in its sole discretion, terminate the Temporary Access And Construction Easement and/or this Agreement, and County shall 1) hold harmless and defend the City against all losses, damages (including, without limitation, consequential damages) costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated

matter), penalties, court costs, and attorney's fees and expenses) asserted against, imposed upon or incurred by the City, directly or indirectly, arising out of or resulting from the breach or uncured default and termination of the Temporary Access and Construction Agreement and/or this Agreement and enforcement of this Section.

ARTICLE IX – GENERAL PROVISIONS

9.01 Authority. This Agreement is entered, in part, pursuant to the authority of the Act. The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

9.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will not be affected and this Agreement will be construed as if the invalid or unenforceable provision(s) had never been included.

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

9.04 Entire Agreement. This Agreement and all Exhibits to this Agreement, which are incorporated herein by reference and made a part hereof as if set forth in full (except as modified by this Agreement), constitute the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

9.05 Amendments. This Agreement may not be amended or modified except in writing executed by both City and Williamson County, and authorized by their respective governing bodies.

9.06 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

9.07 Independent Relationship. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

9.08 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party. Neither City nor County waives, modifies, or alters 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.

9.09 No Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

9.10 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

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

9.12 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery; transmitted to a Party by confirmed fax; or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

County: Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Fax: (512) 943-1550

With copy to: Williamson County
Attn: County's Project Representative – County Auditor
710 Main Street, Suite 301
Georgetown, TX 78626
Fax: (512) 943-_____

City: City of Georgetown
Attn: City Manager
113 E. 8th Street
Georgetown, Texas 78627
Fax: (512) 930-3622

With copy to: City of Georgetown
Attn: City's Project Representative – Asst. City Manager/Utilities
113 E. 8th Street
Georgetown, Texas 78627
Fax: (512) 930-3622

Either Party may designate any other person or address for notice by written notice to the other Party.

9.13 Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference:

Exhibit A – Industrial District Agreement, including Exhibits A through H
Exhibit B – Diagram of Southwest Bypass Project
Exhibit C – Survey of Right of Way Tract

Exhibit D – Form of Temporary Access and Construction Easement

9.14 Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

9.15 Authority. City and County have authorized and approved this Agreement by resolution or action adopted by their respective governing bodies at meetings held in compliance with the Texas Open Meetings Act.

9.16 Effective Date. This Agreement is executed to be effective on the latest date accompanying the signatures of duly authorized representatives of both the City and the County (the “Effective Date”).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK-

SIGNATURE PAGES TO FOLLOW]

ACCEPTED AND AGREED TO:

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

ATTEST:

By: _____
County Clerk

APPROVED AS TO FORM:

By: _____
General Counsel

STATE OF TEXAS	§	
	§	ACKNOWLEDGMENT
COUNTY OF WILLIAMSON	§	

THIS INSTRUMENT was acknowledged before me on this the ____ day of _____, 2016, by Dan A. Gattis as County Judge of Williamson County, on behalf of the County.

Notary Public - State of Texas

ACCEPTED AND AGREED TO:

CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor

ATTEST:

By: _____
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

By: _____
_____, City Attorney

THE STATE OF TEXAS	§	
	§	ACKNOWLEDGMENT
COUNTY OF WILLIAMSON	§	

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2016, by Dale Ross as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of the City.

Notary Public, State of Texas

**EXHIBIT A TO
INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

Industrial District Agreement, including Exhibits A through H

**EXHIBIT B TO
INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

Diagram of Southwest Bypass Road

**EXHIBIT C TO
INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

Survey of Right-of-Way Tract

**EXHIBIT D TO
INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

Form of Temporary Access and Construction Easement

Commissioners Court - Regular Session**21.****Meeting Date:** 02/23/2016

Williamson County Expo Center P418; Change Order 4

Submitted By: Gina Wrehnsig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 4 from Flintco LLC in the amount of \$399,182.00.

Background

This change order is for the acceptance of the remaining scopes of Alternates #1 and #3, the transfer of funds from Construction Manager Contingency to Owner Contingency and to accept credit and pricing for other necessary miscellaneous items to complete construction per the original design.

Fiscal Impact

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

Attachments

[Expo Change Order 04](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehnsig

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/18/2016 07:41 AM

Change Order Request

Williamson County Expo Center

210 Carlos G. Parker Blvd, NW

Flintco, LLC

Project # 15035

Taylor, TX 76574

Change Order Request: 004

Date: 2/11/2016

To:	Dale Butler Williamson County Texas 3101 SE Inner Loop Georgetownn, TX 78626	From:	David Freisner Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249
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Description	Category	Status
Alternates 1 & 3 Completion & Added Scopes	Pending	New

Reference	Required By	Days Req	Amt Req
	2/18/2016	78	\$0.00

Notes

Owner Change Order 004 - Incorporates Alternates #1 & #3 & additional scopes requested by Williamson County. Due to the schedule impacts of Alternate #1 Covered Penning. Flintco is requesting 78 calendar days which moves the contractual substantial completion from June 21, 2016 to September 7th, 2016.

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
014	1/5/2016		\$0.00	0	Change Order	Owner Directive

Light Pole Credit - RFI 029

Ref: RFI 029 response.

Item No	Item Description	Amt Prop	Reference
001	Keystone Concrete	\$(1,415.00)	
002	Big State Electric	\$(555.00)	
003	Buyout Contingency	\$1,970.00	

017	2/3/2016		\$0.00	0	Change Order	Owner Directive
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Added Propane Tanks & Bollards

Per RFI 026 and 033 responses, added underground propane tanks and required protective bollards.

Item No	Item Description	Amt Prop	Reference
001	Keystone Concrete	\$4,727.00	
002	Capstone Mechanical (Plumbing)	\$3,337.00	
003	Quality Iron	\$6,515.00	
004	Funding from Owner Contingency	\$(14,579.00)	

018	2/8/2016		\$0.00	0	Change Order	Owner Directive
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Concrete Protection

Protection of concrete to be stained.

Item No	Item Description	Amt Prop	Reference
001	Oakridge Constructors	\$2,000.00	
002	Owner Contingency	\$(2,000.00)	

Change Order Request

019 2/8/2016 \$0.00 0

Bleacher & Concrete Removal

Removal of bleachers and related concrete pads for installation of new wind screen footings.

Item No	Item Description	Amt Prop	Reference
001	Precision Demolition	\$3,415.00	
002	Sturdi-Steel	\$9,445.00	
003	Owner Contingency	\$(12,860.00)	

020 2/10/2016 \$0.00 0 Contingency Contingency

Contingency Transfer for Alt#1 & 3 Buyout

Transfer of \$400,000.00 from CMR Contingency to Owner Contingency for buyout of remaining scopes related to Altenate #1 & #3.

Item No	Item Description	Amt Prop	Reference
001	Owner Contingency	\$400,000.00	
002	Construction Manager Contingency	\$(400,000.00)	

021 2/11/2016 \$0.00 0 Owner Change Order Owner Directive

Aternates #1 & #3 Buyout Completion

This PCO is buying the remaining scopes of Alternates #1 & Alternates #3 as shown at the base bid construction documents and does not contemplate any revisions.

Item No	Item Description	Amt Prop	Reference
001	Alternate #1 Structural Steel Addition	\$2,800.00	
002	Alternate #1 PEMB Addition	\$230,440.00	
003	Alternate #1 Mechanical Addition	\$2,817.00	
004	Alternate #1 Site Concrete Addition	\$2,028.00	
009	Alternate #1 General Conditions Addition	\$44,889.00	
005	Alternate #3 Masonry Addition	\$49,375.00	
006	Alternate #3 Structural Steel Addition	\$4,600.00	
007	Alternate #3 Waterproofing Addition	\$750.00	
008	Alternate #3 Overhead Door Addition	\$9,315.00	
010	Alternate #3 Doors & Hardware Addition	\$7,556.00	
011	Alternate #3 Painting Addition	\$33,989.00	
012	Alternate #3 Mechanical Addition	\$5,300.00	
013	Alternate #3 Site Concrete Addition	\$5,323.00	
014	Funding Alternates From Owner Contingency	\$(399,182.00)	

Flintco, LLC
CONTRACTOR
8100 Cross Park Dr.
Austin, TX 78754-5249
Address
By David Freisner
SIGNATURE [Signature]
DATE 2-17-2016

Williamson County Texas
OWNER
3101 SE Inner Loop
Georgetownn, TX 78626
Address
By _____
SIGNATURE _____
DATE _____



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW
Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 014		1/5/2016	Light Pole Credit - RFI 029			New	
Category	Reason	Reference	COR Number	PCCO Number			
Change Order	Owner Directive						
Notes		Revenue Code					
Ref: RFI 029 response.							
		Estimate	Proposed	Approved	Applied		
Requested Days:	0	\$0	\$0	\$0	\$0	\$0	
Approved Days:	0	\$0	\$0	\$0	\$0	\$0	
General Description	Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Applied	
001 - KEYCO - 000.030000.S	1/12/2016		Budget:	Appr Rev	\$0	-\$1,415	
Keystone Concrete			Cost:	Apprv Cmmt	\$0	-\$1,415	
002 - BIGSE - 000.260000.S	1/12/2016		Budget:	Appr Rev	\$0	-\$555	
Big State Electric			Cost:	Apprv Cmmt	\$0	-\$555	
003 - - 000.975700.M	1/12/2016		Budget:	Appr Rev	\$0	\$1,970	
Buyout Contingency			Cost:	No Alloc	\$0	\$1,970	



Request For Information 029

Importance: Normal Status: Open

Williamson County Expo Center Project # 15035 Flintco, LLC
210 Carlos G. Parker Blvd, NW Tel:

Taylor, TX 76574

RFI #: 029 Date Created: 12/3/2015

Answer Company	Answered By	Author Company	Authored By
Populous Architects 300 Wyandotte Suite 200 Kansas City, MO 64105	Bill Bourne	Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249	Ricky Galloway

Subject	Discipline	Category
Existing West Street Lights		

Question Date Required: 12/10/2015
Reference E1-0

E1-0 indicates new light poles at locations indicated in black. Existing light approximate locations are indicated in red.
Demo plans do not call for any of these existing lights to be removed. Please provide direction on what existing lights are to remain and what new lights are to be installed.

Answer Date Answered:

Attachments

* E1-0 - ELECTRICAL SITE PLAN - West Existing Light Poles RFI

Contractors Suggestion is acceptable to the engineer. Since the quantity of fixture heads would be equal. Replace heads on existing poles to match new pole fixture light. Provide appropriate credit for pole and pole base.

Byron Hendrix 12-11-15

See attached mark-ups for revised direction, based on OAC Meeting.

Bill Bourne, Populous, 12/16/2015

KEYED NOTES

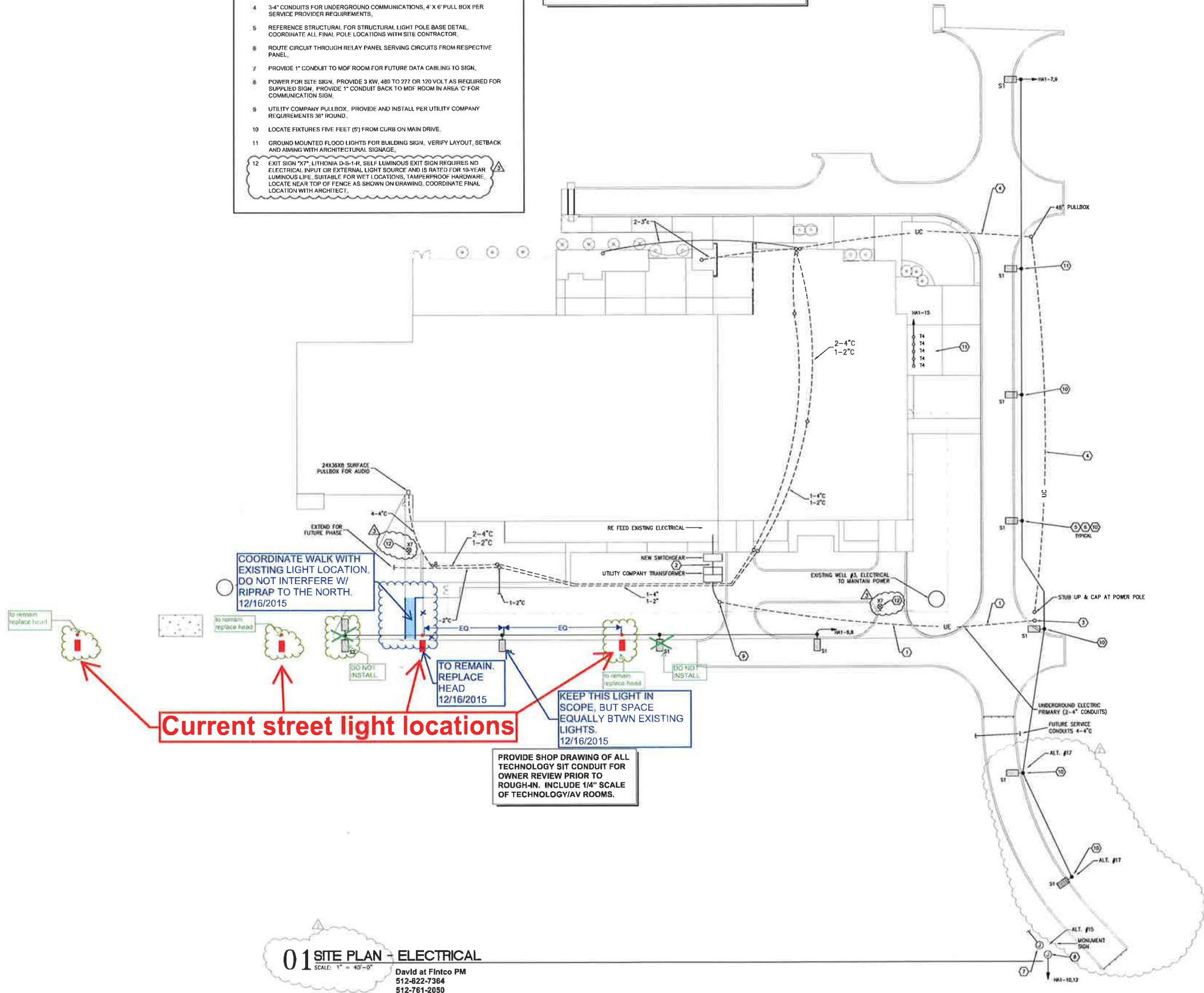
THESE NOTES APPLY TO THIS SHEET ONLY

- UNDERGROUND ELECTRIC CONDUIT, PULL BOXES, ETC. REFERENCE RISER DIAGRAM ON SHEET E1.3, ALL UTILITIES PER LATEST UTILITY COMPANY REQUIREMENTS.
- UNDERGROUND ELECTRIC, SECONDARY, REFERENCE RISER DIAGRAM ON SHEET E1.3
- COORDINATE FINAL CONNECTION POINT AND REQUIREMENTS WITH UTILITY PROVIDER.
- 3/4" CONDUITS FOR UNDERGROUND COMMUNICATIONS, 4' X 6' PULL BOX PER SERVICE PROVIDER REQUIREMENTS.
- REFERENCE STRUCTURAL FOR STRUCTURAL LIGHT POLE BASE DETAIL, COORDINATE ALL FINAL POLE LOCATIONS WITH SITE CONTRACTOR.
- ROUTE CIRCUIT THROUGH RELAY PANEL SERVING CIRCUITS FROM RESPECTIVE PANEL.
- PROVIDE 1" CONDUIT TO MDF ROOM FOR FUTURE DATA CABLEING TO SIGN.
- POWER FOR SITE SIGN. PROVIDE 3 KW, 480 TO 277 OR 120 VOLT AS REQUIRED FOR SUPPLIED SIGN. PROVIDE 1" CONDUIT BACK TO MDF ROOM IN AREA 'C' FOR COMMUNICATION SIGN.
- UTILITY COMPANY PULLBOX. PROVIDE AND INSTALL PER UTILITY COMPANY REQUIREMENTS 36" ROUND.
- LOCATE FIXTURES FIVE FEET (5') FROM CURB ON MAIN DRIVE.
- GROUND MOUNTED FLOOD LIGHTS FOR BUILDING SIGN. VERIFY LAYOUT, SETBACK AND AIMING WITH ARCHITECTURAL SIGNAGE.
- EXIT SIGN "X7", LITHONIA D-S-1-R, SELF LUMINOUS EXIT SIGN REQUIRES NO ELECTRICAL INPUT OR EXTERNAL LIGHT SOURCE AND IS RATED FOR 10-YEAR LUMINOUS LIFE. SUITABLE FOR WET LOCATIONS, TAMPERPROOF HARDWARE. LOCATE NEAR TOP OF FENCE AS SHOWN ON DRAWING. COORDINATE FINAL LOCATION WITH ARCHITECT.

SITE LIGHTING CIRCUITING IS DIAGRAMMATIC ONLY. DOES NOT INDICATE CONDUIT ROUTING. ELECTRICAL CONTRACTOR IS TO DETERMINE ALL FINAL CONDUIT ROUTING, COORDINATED WITH ALL SITE UTILITIES AND SITE CONDITIONS. REFERENCE CIVIL AND LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.

DO NOT BEGIN SITE UTILITY WORK UNTIL DRAWINGS HAVE BEEN RECEIVED FROM UTILITY COMPANY.

PROVIDE ALTERNATE PRICE TO REPLACE EXISTING POLE LIGHT FIXTURE HEAD WITH AUTOBAHN SERIES ATBMH 480 R4. FIELD VERIFY QUANTITY.



POPULOUS

POPULOUS
Architect, Planning
Engineers, Inc. 200
200 West 10th Street, Suite 200
Austin, TX 78701
512-251-1500
Available Architect
Worries Architects
100 S. West St., Suite 200
Round Rock, TX 78664
512-251-1500
Structural Engineer
Engineering 360 Inc.
2001 J. Frank Dillards Blvd., Suite 22
Round Rock, TX 78664
512-244-1999
MECHANICAL CONSULTANTS
Hensley Consulting Engineers
115 E. Main St.
Round Rock, TX 78664
512-218-0000
Civil Engineer/Landscape
Hensley Consulting Engineers
Two Senna Way, Suite 105
Georgetown, TX 78626
512-942-4232

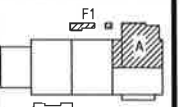
WILLIAMSON COUNTY EXPO CENTER
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76774

CONSTRUCTION
DOCUMENTS

September 16, 2015

REVISIONS

NO.	DATE	DESCRIPTION
1	10-9-15	REVISION NO. 1
2	11/6/2015	ASB #001



PROJECT NO. 14.3803

CLIENT POPULOUS

SHEET NO.

SITE PLAN - ELECTRICAL

DESIGN CATEGORY: 2ND DRAFT - 1441

E1-0

Copyright © POPULOUS



REFERENCE: GENERAL NOTES ON SHEETS M-1, P-1 AND E-1 FOR ADDITIONAL INFORMATION



This document, the plans and designs incorporated herein are and shall remain the property of Hensley Consulting Engineers. These documents are not to be used or altered, in whole or in part, for other than the original intended use, nor are they to be assigned to any third party without written permission from Hensley Consulting Engineers, P.C. 4205

HCE job no.: 15-011



PROJECT NORTH



NORTH

01 SITE PLAN - ELECTRICAL

David J. Flintco PM
512-922-7364
512-761-2050



KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner
Flintco, LLC

Date:
December 17, 2015

From:
John Miles
Keystone Concrete Placement

Project:
Williamson County Expo Center

Change Request #01

RFI 029 - Light Pole Bases

Keystone Concrete Placement's Work:

Delete 2 ea. Light Pole Bases per RFI 029.

Unit Pricing	\$	(1,415)
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Total Change Request:	\$	(1,415)
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Please sign and return this form to authorize said work to proceed.

Printed Name	_____
Title	_____
Signature	_____
Date	_____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement



HILL COUNTRY ELECTRIC SUPPLY
4801 FREIDRICH LANE
BLDG 2 STE 200
AUSTIN, TX 78744
512-428-9300
Fax 512-428-9830



Quotation

QUOTE DATE	QUOTE NUMBER
12/17/2015	S101207250
HILL COUNTRY ELECTRIC SUPPLY 4801 FREIDRICH LANE BLDG 2 STE 200 AUSTIN, TX 78744 512-428-9300 Fax 512-428-9830	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

BIG STATE-AUSTIN
7101 BURLESON
AUSTIN, TX 78744

BIG STATE 1666 WILLIAMSON COUNTY
EXPO CENTER
210 CARLOS G PARKER BLVD
TAYLOR, TX 76574

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER		SALESPERSON	
38179	RFI #29			ABE RHODES	
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
MIKE BRADLEY		DIRECT	2% 10th Net 25th	12/17/2015	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
-2ea	^Type S1 poles only				
1ea	^Type S1 head only				
2ea	^Type X7 fixture*				
	*Lithonia D-S-1-R Self Luminous Exit Sign				
	Subtotal -----				
QUOTE VALID FOR 30 DAYS UNLESS OTHERWISE NOTED BY HCES. ACCEPTANCE OF THIS QUOTE AGREES TO HCES TERMS OF SALE. DELIVERY DATES ARE ESTIMATES ONLY. UNAUTHORIZED TRANSMITTAL OR REPRODUCTION IS PROHIBITED! SALES TAX IS NOT INCLUDED!				Subtotal	-555.00
				S&H Charges	0.00
				Amount Due	-555.00

Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW
Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 017		2/3/2016		Added Propane Tanks & Bollards			New	
Category	Reason	Reference		COR Number	PCCO Number			
Change Order	Owner Directive			004				
Notes		Revenue Code						
Per RF1 026 and 033 responses, added underground propane tanks and required protective bollards.								
		Estimate		Proposed		Applied		
Requested Days:	0	Budget:		\$0	\$0	\$0	\$0	
Approved Days:	0	Cost:		\$0	\$0	\$0	\$0	
General Description	Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Approved	Applied	
001 - KEYCO - 000.030000.S	2/10/2016		Budget:	Pend Rev	\$0	\$4,727	\$4,727	
Keystone Concrete			Cost:	Pend Commt	\$0	\$4,727	\$4,727	
002 - CAPME - 000.220000.S	2/10/2016		Budget:	Pend Rev	\$0	\$3,337	\$3,337	
Capstone Mechanical (Plumbing)			Cost:	Pend Commt	\$0	\$3,337	\$3,337	
003 - QUAIOC - 000.051000.S	2/10/2016		Budget:	Pend Rev	\$0	\$6,515	\$6,515	
Quality Iron			Cost:	Pend Commt	\$0	\$6,515	\$6,515	
004 - WILCO - 000.975600.M	2/10/2016		Budget:	Pend Rev	\$0	(\$14,579)	(\$14,579)	
Funding from Owner Contingency			Cost:	Pend Commt	\$0	(\$14,579)	(\$14,579)	



KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner
Flintco, LLC

Date:
January 28, 2016

From:
John Miles
Keystone Concrete Placement

Project:
Williamson County Expo Center

Change Request #02

ASI 004, RFI 026, RFI 033

Keystone Concrete Placement's Work:

1 - Clarify footing/Beam detail at Pre-Function Area at grid line M.9 / -0.1.
Never detailed until ASI 004. Assumed as footing per detail 1/S302. Per ASI
004, now beam/footing per detail 13/S301. 2 - Add 1 ea. Pipe Bollard at SW
corner of Expo Hall B, grid lines T/4, per sheet A2-1A. 3 - Add 10 Pipe Bollards
at propane tanks per RFI 026. 4 - Add 2 Pipe Bollards per RFI 033. 5 -
Additional concrete & forming for 2" pedestal at PEMB column base plates at
details 2 & 3/S302.

Unit Pricing	\$	3,520
Labor:	\$	521
Materials:	\$	538
Equipment:	\$	-
Overhead & Profit:	\$	148

Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.

Note: Spoils haul-off by others.

Note: Water to be made available during concrete work.

Note: Work during normal business hours, no overtime.

Total Change Request: \$ 4,727

Please sign and return this form to authorize said work to proceed.

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement

C.O. BREAKDOWN

DATE: 1/28/2016

Project Name: Williamson County Expo Center
Description of Change: ASI 004, RFI 026, RFI 033

1 - Clarify footing/Beam detail at Pre-Function Area at grid line M.9 / -0.1. Never detailed until ASI 004. Assumed as footing per detail 1/S302. Per ASI 004, now beam/footing per detail 13/S301. 2 - Add 1 ea. Pipe Bollard at SW corner of Expo Hall B, grid lines T/4, per sheet A2-1A. 3 - Add 10 Pipe Bollards at propane tanks per RFI 026. 4 - Add 2 Pipe Bollards per RFI 033. 5 - Additional concrete & forming for 2" pedestal at PEMB column base plates at details 2 & 3/S302.

Total Square Feet: 1
GRAND TOTAL: \$4,727

COST BREAKDOWN

DESCRIPTION	UNITS	UNIT TYPE	COST / UNIT	COST / UNIT	TOTAL COST
-------------	-------	-----------	-------------	-------------	------------

UNIT PRICING

Footing 13/S301 ILO 1/S302	1	EA	\$ 270.00		\$ 270.00
6" Pipe Bollards - 1 per ASI 004, 2 per RFI 033, 10 per RFI 026	13	EA	\$ 250.00		\$ 3,250.00
UNIT TOTALS:			T TOTALS:		\$3,520.00

LABOR

			Reg	OT	
Labor	0	HRS	\$ 33.42	\$ 50.13	\$ -
Carpenter	9	HRS	\$ 43.40	\$ 65.10	\$ 390.60
Finisher	3	HRS	\$ 43.40	\$ 65.10	\$ 130.20
Operator	0	HRS	\$ 38.59	\$ 57.89	\$ -
Foreman	0	HRS	\$ 49.75	\$ 74.63	\$ -
Superintendent	0	HRS	\$ 66.83	\$ 100.25	\$ -
	12.0	LABOR TOTAL:			\$ 520.80

CONCRETE

Concrete - 3000 psi - Straight - Footings	4	CY	\$ 97.00		\$ 388.00
Concrete - 3000 psi - Straight - Int/Ext SOG	0	CY	\$ 99.00		\$ -
Concrete - 3500 psi - Straight - SOMD-Topping	0	CY	\$ 106.00		\$ -
Concrete - 3000 psi - Ash - Site	0	CY	\$ 92.00		\$ -
Accessories & Forms	1	LS	\$ 150.00		\$ 150.00
CONCRETE TOTAL:			TE TOTAL:		\$ 538.00

COST SUBTOTAL:	Materials & Labor - Unit Price Items Not Incl.	\$ 1,058.80
OVERHEAD & PROFIT:	14%	\$ 148.23

Sub Total - Material & Labor \$ 1,207.03
Sub Total - Unit Pricing \$ 3,520.00
TOTAL PRICE: \$ 4,727.03



CHANGE ORDER PROPOSAL

SUBMIT TO:	David Freisner - Flintco, LLC	PROPOSED BY:	Capstone Mechanical
PROJECT:	Williamson County Expo Center	DATE:	2/3/2016
C.O. PROPOSAL #:	CO#1	JOB NUMBER:	06-16-01-27-0600
REVISION #:		GC JOB NUMBER:	

DESCRIPTION
Excavating for the propane tanks, yard lines and backfill

Subcontracts				
<u>Cost Code</u>	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Price</u>	<u>COST</u>
0386	Excavation & Backfill	1	\$2,470.00	\$2,470.00
Total Subcontracts Cost				\$2,470.00

Field Cost				
<u>Cost Code</u>	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Price</u>	<u>COST</u>
0335	Plumbing layout	12	\$47.00	\$564.00
Total Field Cost				\$564.00

Overhead Percentage @	10.00%	\$303.40
Total Cost		\$3,337

Signed: _____ Date: _____

From: Jeremy Bain <jbain@qualityironla.com>
Sent: Wednesday, February 03, 2016 3:51 PM
To: Ricky Galloway
Cc: David Freisner
Subject: RE: Additional Bollards

Ricky,

As discussed, the additional cost to furnish 12 additional galvanized bollards as outlined in RFI 26 and 33 is \$11,941.

Please confirm that QI is to proceed at once with this additional work.

Sincerely,

Jeremy Bain
Senior Project Manager
Quality Iron of Louisiana
30875 Strawberry Ln.
Hammond, LA 70403
P: 985.467.0845
F: 985.467.0847
C: 985.981.3492
QualityIronLA.com

This price included some additional expedited shipping. That shipping total was \$5,426. Leaving you with \$6,515.



Do you really need to print this email? Think green!

From: Ricky Galloway [<mailto:RGalloway@flintco.com>]
Sent: Wednesday, February 03, 2016 11:29 AM
To: Jeremy Bain
Cc: David Freisner
Subject: RE: Additional Bollards

Jeremy,

Any update on this pricing we discussed?

David Freisner

From: Jeremy Bain <jbain@qualityironla.com>
Sent: Thursday, February 11, 2016 1:41 PM
To: David Freisner
Cc: Ricky Galloway
Subject: Re: Wilco - Bollard Price Revision

The shipping cost was \$5,426.

Jeremy Bain
Quality Iron Fabricators
985.981.3492

Sent from my iPhone

On Feb 11, 2016, at 1:37 PM, David Freisner <DFreisner@flintco.com> wrote:

Jeremy,

I am trying to get some change orders approved today. Do you have the breakdown splitting the added bollards for the propane tanks and the extra shipping?

Best Regards,

David Freisner, AC
Assistant Project Manager // Flintco, LLC
512-761-2050 (c) // 512-822-7364 (p)
www.flintco.com

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Request For Information 026

Importance: Normal Status: Open

Williamson County Expo Center Project # 15035 Flintco, LLC
210 Carlos G. Parker Blvd, NW Tel:
Taylor, TX 76574

RFI #: 026 Date Created: 12/2/2015

Answer Company	Answered By	Author Company	Authored By
		Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249	Ricky Galloway

Subject	Discipline	Category
Propane Tank Locations	Architectural	

Question Date Required: 12/9/2015

It was discussed onsite to locate the propane tanks as indicated on the attached drawing. Please confirm location of tanks as well as all necessary protective measures around the areas. Also, please provide all required piping and routing to accommodate tank locations.

Answer Date Answered:

Attachments

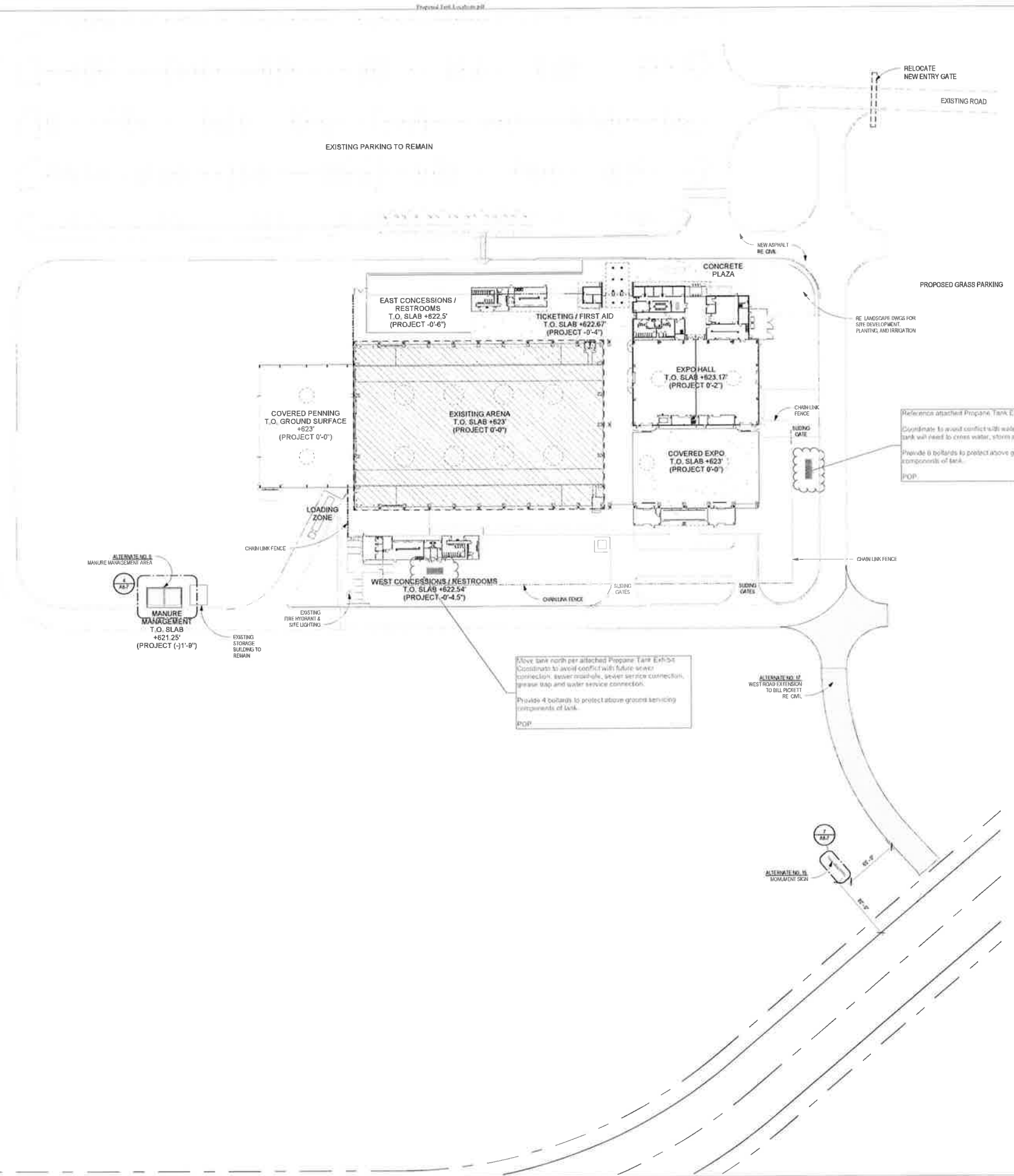
- * Proposed Tank Locations.pdf
- *Propane Tank Exhibit.pdf

Bill Bourne, Populous, 12/9/2105

Reference attached Propane Tank Exhibit for recommended locations and coordination notes.

Need 10 bollards to protect both tanks.

14-3903-01-01



1 ARCHITECTURAL SITE PLAN

POPULOUS

POPULOUS
Architecture, Planning,
Interior Programming,
Landscape Architecture
100 S. Main St., Suite 200
Round Rock, TX 78664
512-251-1500
Associated Architects
Interior Architecture
100 S. Main St., Suite 200
Round Rock, TX 78664
512-251-1500
Associated Engineers
Engineering 500 Inc.
2511 Ave. Dr. W. Suite 22
Round Rock, TX 78665
512-251-1500
Associated Consultants
Hatch Consulting Engineers
15 E. Main St.
Round Rock, TX 78664
512-251-0900
Other Consultants
Hatch Associates, Inc.
Two Santa Rosa, Suite 105
Georgetown, TX 78626
512-962-6232



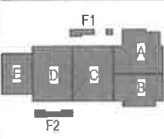
WILLIAMSON COUNTY EXPO CENTER
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

CONSTRUCTION
DOCUMENTS

September 16, 2015

REVISIONS

NO.	DATE	DESCRIPTION
1	9/16/2015	ASSEMBLY



14-3903-01-01

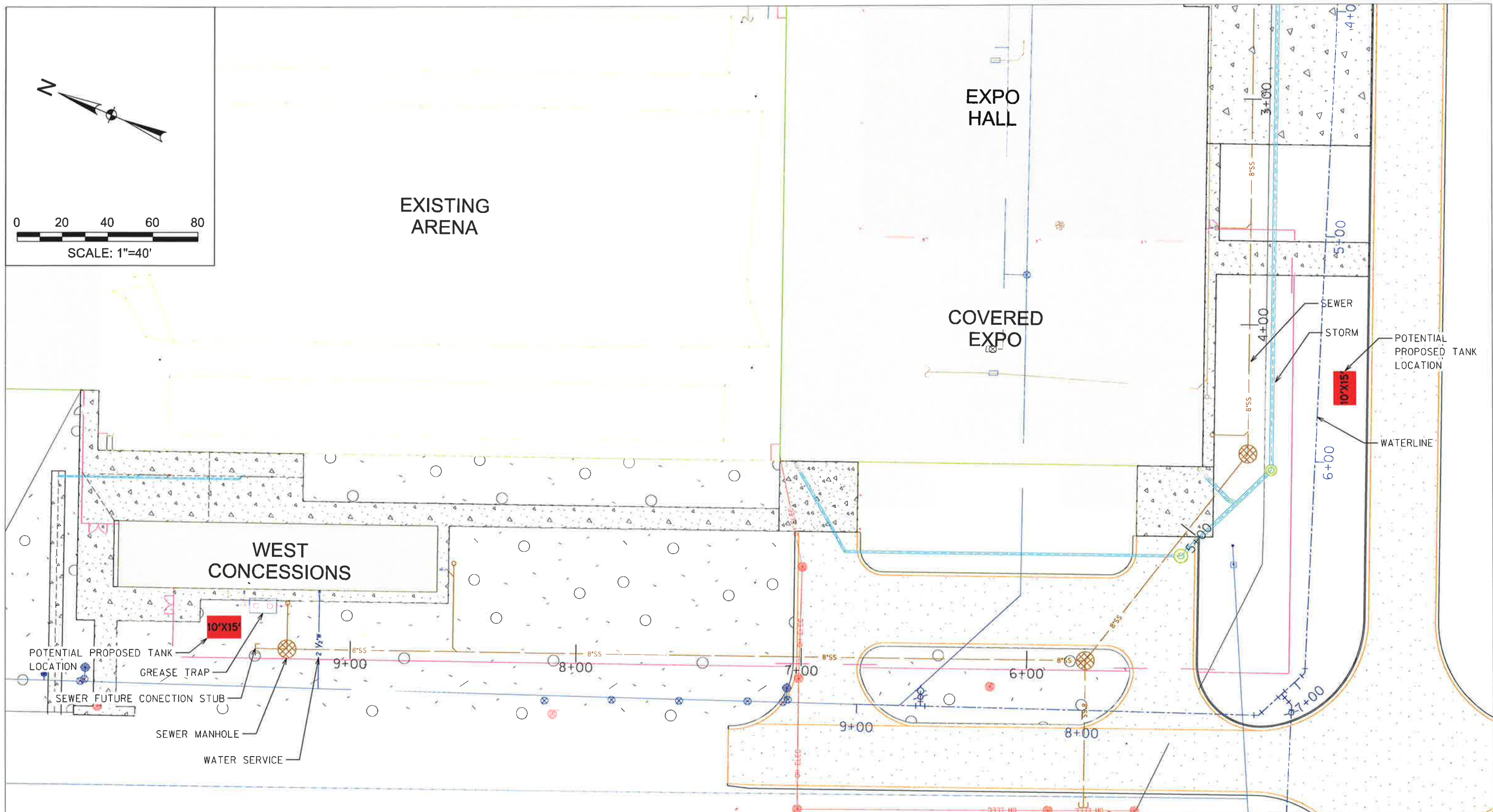
POPULOUS

09/16/2015

ARCHITECTURAL
SITE PLAN

A1-2





- NOTES:
1. EXACT TANK LOCATIONS BY OTHERS.
 2. UNKNOWN TANK DIMENSIONS. (10'X15' SHOWN FOR REFERENCE)
 3. PROPOSED TANK WEST OF WEST CONCESSIONS MUST AVOID CONFLICT WITH FUTURE SEWER CONNECTION, SEWER MANHOLE, SEWER SERVICE CONNECTION, GREASE TRAP AND WATER SERVICE CONNECTION.
 4. PROPOSED TANK SOUTH OF COVERED EXPO NEEDS TO AVOID CONFLICT WITH WATER MAIN. PLUMBING TO TANK WILL NEED TO CROSS WATER, STORM AND SEWER MAINS.

PROPANE TANK EXHIBIT

12/4/2015

HALFF
 TWO SIERRA WAY, SUITE 105
 GEORGETOWN, TEXAS 78626-7574
 TEL (512) 942-6232
 FAX (512) 869-0089



Request For Information 033

Importance: Normal

Status: Open

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Project # 15035

Flintco, LLC
Tel:

Taylor, TX 76574

RFI #: 033 Date Created: 12/4/2015

Answer Company	Answered By	Author Company	Authored By
Populous Architects 300 Wyandotte Suite 200 Kansas City, MO 64105	Bill Bourne	Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249	Ricky Galloway

Subject	Discipline	Category
Propane Line Bollards		

Question Date Required: 12/11/2015

Ref: P2-1A & A2-1A

P2-1A Note #16 shows a propane line running up the wall to the roof in the dumpster area. A2-1A does not reflect any protective bollards for the propane line. Please confirm locations of protective bollards for propane line.

Answer Date Answered:

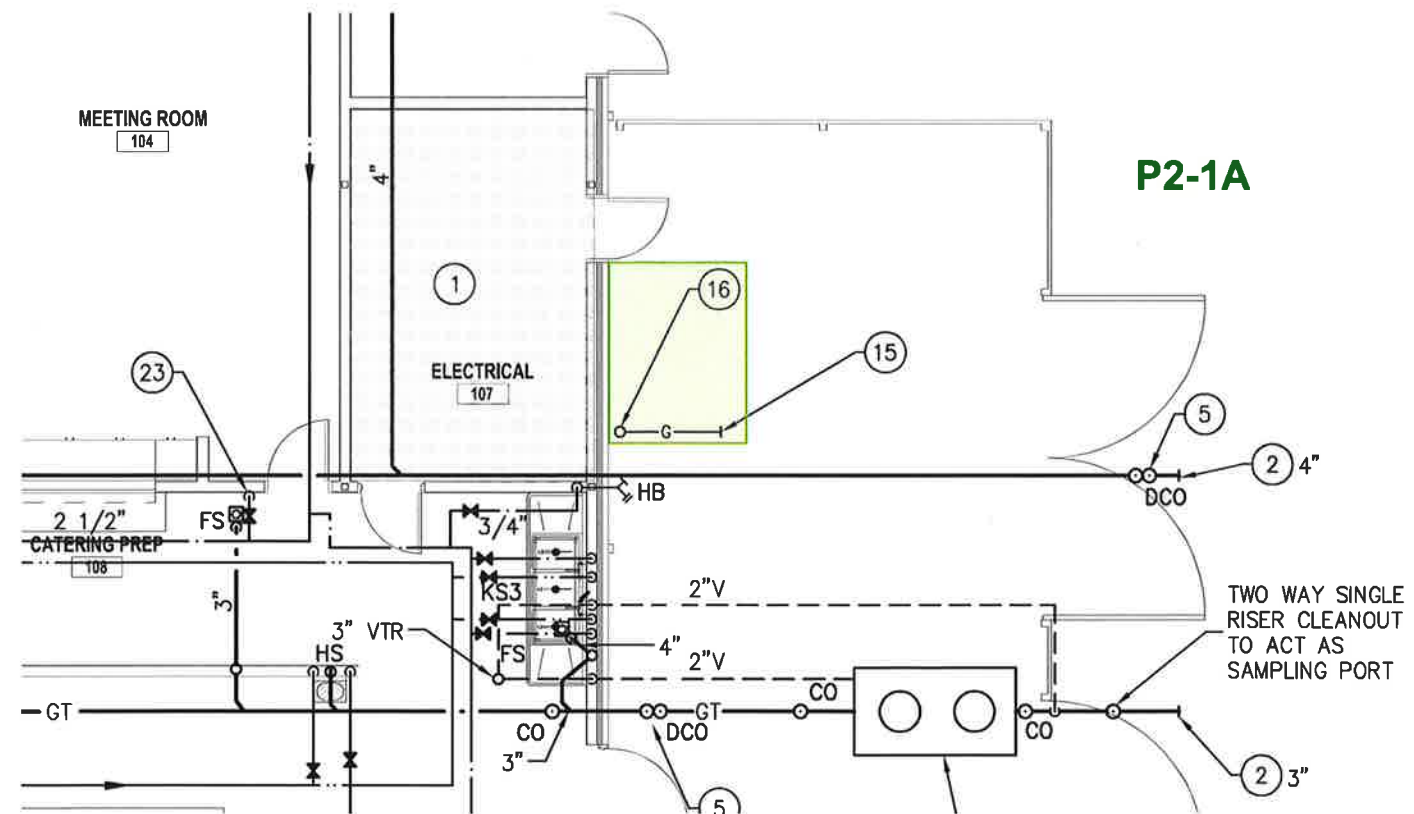
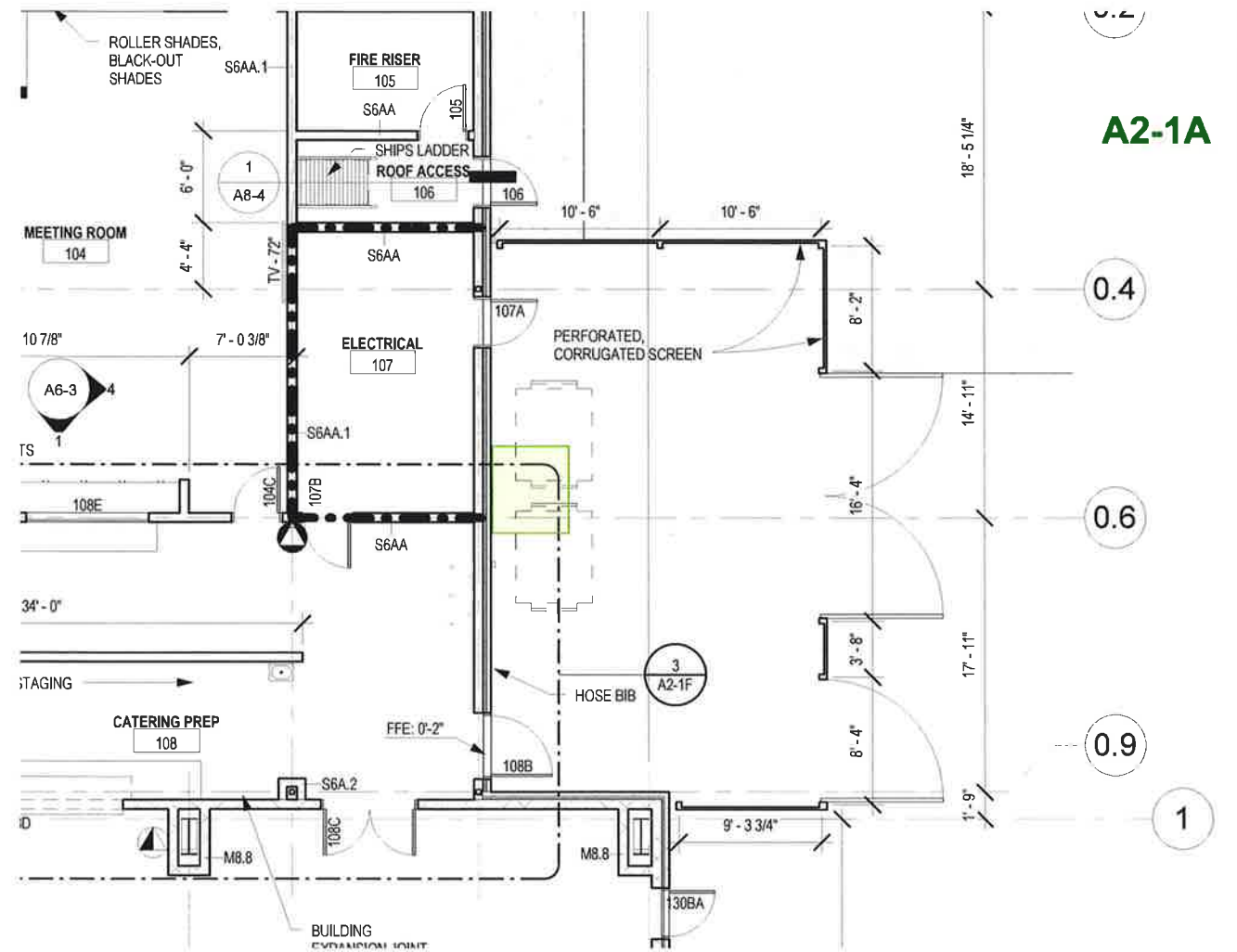
Attachments

* Drawings.pdf

A2-1A.pdf

Bill Bourne, Populous, 12/11/2015

Add 2 bollards per revision in attached sheet A2-1A.



Associate Architect
Moran Architecture
109 S. Harris St., Suite 200
Round Rock, TX 78664
512/733-1150

Structural Engineer
Engineering 360 Inc.
2851 Joe DiMaggio Blvd., Suite 22
Round Rock, TX 78665
512-244-1666

SEIT/Engine Consultant
Hendrix Consulting Engineers
115 E Main St.
Round Rock, TX 78664
512-218-0080

Civil Engineer/Architect
Helli Associates, Inc.
210 Sierra Way, Suite 105
Georgetown, TX 78626
512-942-6232



WILLIAMSON COUNTY EXPO CENTER

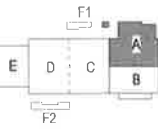
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

CONSTRUCTION
DOCUMENTS

September 16, 2015

REVISIONS

ID	DATE	DESCRIPTION
1	5/25/2015	ADDENDUM #1
2	5/26/2015	ADDENDUM #2
3	11/6/2015	ASB #001
4	12/11/2015	RT #002
5	12/11/2015	RT #003



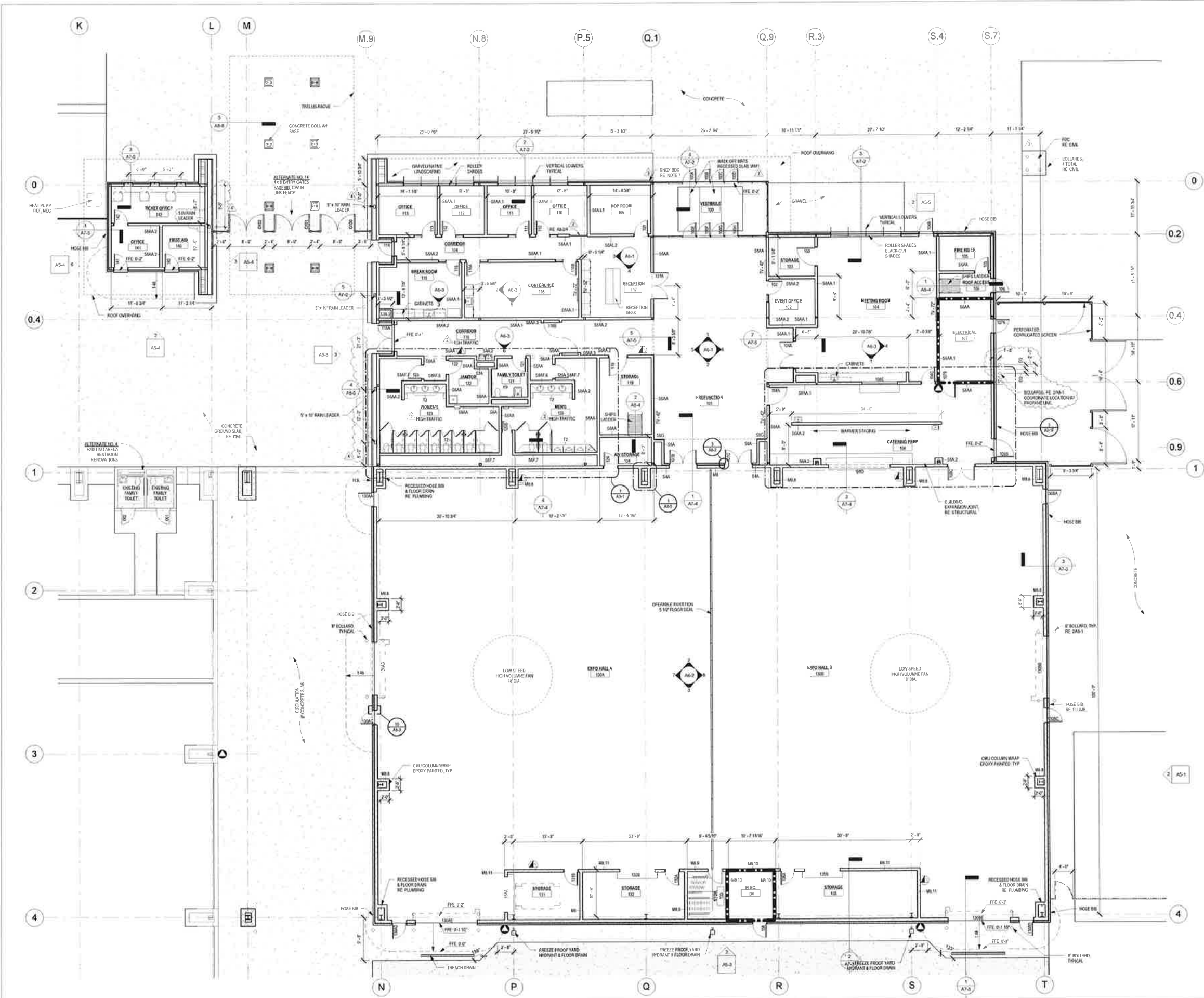
14.3903	POPULOUS
9/16/2015	

SOUTHEAST AREA PLAN

(B) (5) DPP, (B) (5) ACP, (B) (5) RUT

A2-1A

Copyright 2015 © **POPULOUS**



1 OPTION 01.B AREA PLAN - SOUTHEAST

$$1/8^* = 1-0$$



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW
Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 018		2/8/2016	Concrete Protection		Reference		COR Number		PCCO Number		New
Category		Reason									
Notes											
Protection of concrete to be stained.											
Requested Days:		0	Budget:		\$0		Proposed		Approved		Applied
Approved Days:		0	Cost:		\$0		\$0		\$0		\$0
General Description		Quote Due	Quote Rec'd	Allocation		Estimate	Estimated	Proposed	Approved	Applied	
001 - ORC - 000.017123.S		2/15/2016		Budget:	Pend Rev		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Oakridge Constructors				Cost:	Pend Commt		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
002 - WILCO - 000.975600.M		2/15/2016		Budget:	Pend Rev		-\$2,000	-\$2,000	-\$2,000	-\$2,000	-\$2,000
Owner Contingency				Cost:	Pend Commt		-\$2,000	-\$2,000	-\$2,000	-\$2,000	-\$2,000



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW
Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 019	2/8/2016	Bleacher & Concrete Removal				New
Category	Reason	Reference	COR Number	PCCO Number		
Notes						
Removal of bleachers and related concrete pads for installation of new wind screen footings.						
		Estimate		Proposed		Applied
Requested Days:	0	Budget:	\$0	Approved	\$0	\$0
Approved Days:	0	Cost:	\$0		\$0	\$0
General Description	Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Applied
001 - PREDE - 000.024113.S	2/15/2016		Budget:	Pend Rev	\$3,415	\$3,415
Precision Demolition			Cost:	Pend Commit	\$3,415	\$3,415
002 - -	2/15/2016		Budget:	Pend Rev	\$9,445	\$9,445
Sturdi-Steel			Cost:	Pend Commit	\$9,445	\$9,445
003 - WILCO - 000.975600.M	2/15/2016		Budget:	Pend Rev	-\$12,860	-\$12,860
Owner Contingency			Cost:	Pend Commit	-\$12,860	-\$12,860



1125 East State Highway 121
Lewisville, TX 75057-4406
Ph : 972-434-0800 Fax : 972-434-0803

Proposed Change Order

Number:	3
Date:	2/1/16
Job:	15-208-0

Sequence

To: Flintco David Freisner 8100 Cross Park Drive Austin, TX 78754 Ph: (512)891-7224 Fax: (512)891-7229 dfreisner@flintco.com	Contract #: 15-208-0 Job Title: Williamson County Expo Center Submitted By: Landon Alford (972)434-0800 landon.alford@precisiondemolition.com
--	--

Description: PCO#3 - Concrete Slabs and Grade Beam

Scope of Work: Option 1
- Saw cut, removal and disposal of 350 SQFT of 6" concrete slab on grade.

Option 2
- Saw cut, removal and disposal of 41 LF of grade beam (4"W x 2'-6"T)
- Saw cut, removal and disposal of 190 SQFT of 6" concrete slab on grade.

	Pricing:	
Option 1 selected	Option 1	3,415.00
	Option 2	9,302.00
	Total:	12,717.00

Submitted by: Landon Alford	Approved by:
Signature:	Signature:
Date:	Date:

David Freisner

From: Gary Wilson <gwilson@sturdisteel.net>
Sent: Tuesday, February 02, 2016 3:21 PM
To: David Freisner
Cc: Ricky Galloway
Subject: RE: Wilco Expo - Disassemble & Reassemble.

Categories: Cost Implications

David, pricing would be \$9,445.00

GARY WILSON
SALES REPRESENTATIVE



P.O. Box 2655
Waco, Texas 76702
254-666-5155
1-800-433-3116
Fax:254-666-4472

From: David Freisner [mailto:DFreisner@flintco.com]
Sent: Tuesday, February 02, 2016 7:20 AM
To: Gary Wilson
Cc: Ricky Galloway
Subject: RE: Wilco Expo - Disassemble & Reassemble.

Gary,

I wanted to follow up and see if you had any questions on this.

Best Regards,

David Freisner, AC
Assistant Project Manager // Flintco, LLC
512-761-2050 (c) // 512-822-7364 (p)
www.flintco.com

From: David Freisner
Sent: Thursday, January 28, 2016 1:59 PM
To: 'gwilson@sturdisteel.net' <gwilson@sturdisteel.net>
Cc: Ricky Galloway <RGalloway@flintco.com>
Subject: Wilco Expo - Disassemble & Reassemble.

Gary,

We need the top 5 rows disassembled and reassembled for 10 sections of bleachers. Please see the attached photos for clarification. Call with questions.



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW
Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #:	020	2/10/2016	Contingency Transfer for Alt#1 Buyout			COR Number	PCCO Number	New
Category		Reason	Reference					
Contingency		Contingency						
Notes								
Transfer of \$400,000.00 from CMR Contingency to Owner Contingency for buyout of remaining scopes related to Alternate #1, Covered Penning.								
			Estimate		Proposed		Revenue Code	
Requested Days:	0	Budget:	\$0	\$0	\$0	\$0	Applied	\$0
Approved Days:	0	Cost:	\$0	\$0	\$0	\$0	Applied	\$0
General Description			Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Approved
001 - WILCO - 000.975600.M			2/17/2016		Budget:	\$400,000	\$400,000	\$400,000
Owner Contingency					Cost:	\$400,000	\$400,000	\$400,000
002 - FLINTCO - 000.975500.M			2/17/2016		Budget:	-\$400,000	-\$400,000	-\$400,000
Construction Manager Contingency					Cost:	-\$400,000	-\$400,000	-\$400,000



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW
Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 021	2/11/2016	Alternates #1 & #3 Buyout Completion			New
Category	Reason	Reference	COR Number	PCCO Number	
Owner Change Order	Owner Directive		004		
Notes	Revenue Code				

This PCO is buying the remaining scopes of Alternates #1 & Alternates #3 as shown at the base bid construction documents and does not contemplate any revisions.

		Estimate		Proposed		Approved		Applied	
Requested Days:	0	Budget:	\$0		\$0		\$0		\$0
Approved Days:	0	Cost:	\$0		\$0		\$0		\$0
General Description	Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Approved	Applied		
001 - QUAIOC - 000.051000.S	2/18/2016		Budget: Pend Rev	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800
Alternate #1 Structural Steel Addition			Cost: Pend Commt	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800
002 - 133419 - 000.133419.S	2/18/2016		Budget: Pend Rev	\$230,440	\$230,440	\$230,440	\$230,440	\$230,440	\$230,440
Alternate #1 PEMB Addition			Cost: Pend Commt	\$230,440	\$230,440	\$230,440	\$230,440	\$230,440	\$230,440
003 - AIRME - 000.230000.S	2/18/2016		Budget: Pend Rev	\$2,817	\$2,817	\$2,817	\$2,817	\$2,817	\$2,817
Alternate #1 Mechanical Addition			Cost: Pend Commt	\$2,817	\$2,817	\$2,817	\$2,817	\$2,817	\$2,817
004 - KEYCO - 000.030000.S	2/18/2016		Budget: Pend Rev	\$2,028	\$2,028	\$2,028	\$2,028	\$2,028	\$2,028
Alternate #1 Site Concrete Addition			Cost: Pend Commt	\$2,028	\$2,028	\$2,028	\$2,028	\$2,028	\$2,028
009 - FLINTCO - 900.650032.A	2/18/2016		Budget: Pend Rev	\$44,889	\$44,889	\$44,889	\$44,889	\$44,889	\$44,889
Alternate #1 General Conditions Addition			Cost: Pend Commt	\$44,889	\$44,889	\$44,889	\$44,889	\$44,889	\$44,889
005 - R&RMA - 000.040000.S	2/18/2016		Budget: Pend Rev	\$49,375	\$49,375	\$49,375	\$49,375	\$49,375	\$49,375
Alternate #3 Masonry Addition			Cost: Pend Commt	\$49,375	\$49,375	\$49,375	\$49,375	\$49,375	\$49,375
006 - QUAIOC - 000.051000.S	2/18/2016		Budget: Pend Rev	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600
Alternate #3 Structural Steel Addition			Cost: Pend Commt	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600
007 - ALPIN - 000.071000.S	2/18/2016		Budget: Pend Rev	\$750	\$750	\$750	\$750	\$750	\$750

Alternate Summary			
Alternate Description	Total Value	03 00 00 - Concrete	04 00 00 - Masonry
Alternate Bid #1: Covered Penning Building	\$536,701.00	\$44,938.00	
Alternate Bid #3: Covered Expo Storage Buildings & Wash Bay	\$270,714.00	\$27,014.00	\$49,375.00

05 10 00 - Structural Steel Fabrication	05 20 00 - Structural Steel Erection	07 10 00 - Waterproofing & Dampproofing
\$1,432.00	\$1,368.00	
\$4,600.00		\$750.00

08 33 00 - Overhead Coiling Doors & Shutters	08 71 02 - Doors, Frames & Hardware - Supply	09 90 00 - Painting
		\$29,298.00
\$9,315.00	\$7,556.00	\$33,989.00

13 34 19 - Pre-Engineered Metal Building Systems	22 00 00 - Plumbing	23 00 00 - Mechanical	26 00 00 - Electrical
\$250,440.00	\$1,986.00	\$2,817.00	\$78,784.00
\$53,600.00	\$29,829.00	\$5,300.00	\$19,093.00

31 00 00 - Earthwork	32 13 00 - Site Concrete
\$123,610	\$2,028
\$24,970	\$5,323

Commissioners Court - Regular Session**22.****Meeting Date:** 02/23/2016

Eng Ltr SImmons

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Germer, PLLC to represent Williamson County in relation to claim of Morgan Lee Roach; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsEng Letter Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/17/2016 01:56 PM

February 10, 2016

Mr. Hal C. Hawes
General Counsel
OFFICE OF WILLIAMSON COUNTY JUDGE
710 Main Street, Suite 200
Georgetown, Texas 78626

VIA EMAIL TRANSMITTAL
HHAWES@WILCO.ORG

Re: ***Roach, Morgan Lee v. Williamson County, Texas***
Germer File No.: 89598

Dear Hal,

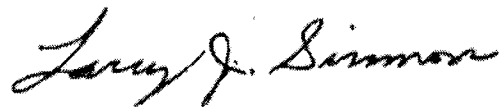
Subject to Commissioner's Court approval, confirmed by a county representative's signature below, Williamson County has retained Germer PLLC to represent the county in the above matter, on the following terms:

1. The firm will bill monthly, in increments of tenths of an hour, at the following rates:
 - a. Senior Partner \$250/hr;
 - b. Junior Partner \$215/hr;
 - c. Associate \$195/hr;
 - d. Legal Assistant \$110/hr;
2. Case related expenses will be included on our invoices, with the exception of deposition fees and expert witness fees (if required), which will be submitted directly to the County for payment.

We look forward to working with the County on this matter.

Sincerely,

GERMER PLLC



Larry J. Simmons

LJS/rv

AGREED TO BY:

County Representative

Date

Commissioners Court - Regular Session**23.****Meeting Date:** 02/23/2016

Award Signs and Markers Bid# 1511-034

Submitted For: Max Bricka**Submitted By:** Jewel Walker, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB# 1511-034, Signs and Markers for Williamson County Road and Bridge to the lowest and best bidders, Vulcan Signs, Osburn Associates, Pathmark, Safelane, Garden State (primary, secondary and tertiary awards listed in attached bid tabulation).

Background

Vulcan Signs submitted the lowest and best bid for the majority of signs and Pathmark submitted the lowest and best bid for hardware, posts and markers. Five vendors were recommended for award on various items as follows:

Vulcan Signs as the primary vendor and Osburn Associates as secondary vendor for items 1.01-1.33, 2.01-2.22, 3.01-3.09; Vulcan as primary vendor and Pathmark Traffic as secondary vendor for items 5.01-5.13, Pathmark Traffic as primary vendor and Safelane as secondary vendor for items 4.01-4.06, 6.01-6.09, 8.01-8.04, 9.01-9.05, 10.01-10.12, 11.01-11.03;
Osburn as primary vendor and Vulcan as secondary vendor for items 7.01-7.11.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRecommendation LetterBID TABBid Line Items Award Summary1295- Safelane1295- Osburn1295- Pathmark1295- Garden State1295- Vulcan Signs

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 02:45 PM

Started On: 02/09/2016 09:12 AM



February 2, 2016

Mr. Max Bricka
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1511-034 – Signs and Markers

After reviewing all of the pertinent information, Vulcan Signs, submitted the lowest and best offer for the majority of signs, and Pathmark submitted the lowest and best offer for the hardware, posts and markers, in the IFB 1511-034 – Signs and Markers.

I recommend to the Williamson County Commissioner's Court that they award Vulcan Signs as the primary vendor and Osburn Associates as secondary vendor for items 1.01-1.33, 2.01-2.22, 3.01-3.09; Vulcan as primary vendor and Pathmark as secondary vendor for items 5.01-5.13. I also recommend Pathmark Traffic as primary vendor and Safelane as secondary vendor for items 4.01-4.06, 6.01-6.09, 8.01-8.04, 9.01-9.05, 10.01-10.12, 11.01-11.03; Osburn as primary vendor and Vulcan as secondary vendor for items 7.01-7.11.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, reading 'J. Terron Evertson'. The signature is fluid and cursive, with a large loop at the end of the last name.

J. Terron Evertson, P.E.
Director of Road and Bridge

Williamson County Bid Tabulation

Bid Number : 1511-034, Signs and Markers

Contract Period: 1 year, w/2 annual renewals

RECOMMENDED AWARD: Vulcan Signs, Pathmark, Safelane, Osburn, Garden State

TMUTCD SIGNS - REGULATORY			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1.01	24" Stop/Slow Paddles and 6' Wooden Staff	EACH	\$89.00	\$41.50	\$57.90	\$64.48	\$57.45
1.02	24" Octagon (H.I.P.)	EACH	\$23.70	\$13.40	\$15.69	\$14.32	\$17.42
1.03	30" Octagon (H.I.P.)	EACH	\$29.25	\$20.81	\$24.49	\$21.48	\$26.42
1.04	36" Octagon (H.I.P.)	EACH	\$44.00	\$30.16	\$38.49	\$30.87	\$38.03
1.05	48" Octagon (H.I.P.)	EACH	\$95.00	\$53.46	\$67.99	\$54.88	\$68.22
1.06	30" Triangle (H.I.P.)	EACH	\$21.20	\$11.50	\$14.44	\$11.19	\$14.32
1.07	36" Triangle (H.I.P.)	EACH	\$29.50	\$15.49	\$18.89	\$16.11	\$20.92
1.08	12"x 6" (H.I.P.)	EACH	\$3.90	\$2.21	\$2.59	\$1.79	\$3.10
1.09	12"x 9" (H.I.P.)	EACH	\$5.94	\$2.81	\$3.79	\$2.69	\$4.06
1.10	15"x 30" (H.I.P.)	EACH	\$23.55	\$11.04	\$13.29	\$11.19	\$14.21
1.11	18"x 6" (H.I.P.)	EACH	\$5.19	\$3.18	\$3.99	\$2.69	\$3.56
1.12	18"x 12" (H.I.P.)	EACH	\$8.69	\$5.48	\$6.29	\$5.37	\$6.54
1.13	18"x 18" (H.I.P.)	EACH	\$15.06	\$8.20	\$9.49	\$8.06	\$10.02
1.14	18"x 24" (H.I.P.)	EACH	\$16.38	\$10.29	\$12.54	\$10.74	\$13.34
1.15	21"x 15" (H.I.P.)	EACH	\$14.69	\$8.01	\$12.54	\$7.80	\$9.74
1.16	24"x 24" (H.I.P.)	EACH	\$25.00	\$13.72	\$16.72	\$14.32	\$17.78
1.17	24"x 30" (H.I.P.)	EACH	\$26.00	\$17.15	\$20.90	\$17.88	\$22.23
1.18	24"x 36" (H.I.P.)	EACH	\$30.88	\$20.58	\$24.99	\$21.48	\$26.68
1.19	24"x 42" (H.I.P.)	EACH	\$52.50	\$24.01	\$29.49	\$25.06	\$31.12
1.20	24"x 48" (H.I.P.)	EACH	\$49.69	\$27.44	\$33.44	\$28.64	\$35.57
1.21	30"x 18" (H.I.P.)	EACH	\$23.56	\$12.86	\$15.99	\$13.43	\$16.67
1.22	30"x 24" (H.I.P.)	EACH	\$26.00	\$17.15	\$20.90	\$17.88	\$22.23
1.23	30"x 30" (H.I.P.)	EACH	\$32.06	\$21.44	\$25.99	\$22.38	\$27.79
1.24	30"x 36" (H.I.P.)	EACH	\$46.88	\$25.73	\$31.35	\$26.85	\$33.34
1.25	30"x 42" (H.I.P.)	EACH	\$65.00	\$30.01	\$36.99	\$31.33	\$38.89
1.26	36"x 12" (H.I.P.)	EACH	\$16.38	\$10.29	\$12.54	\$10.74	\$13.34
1.27	36"x 18" (H.I.P.)	EACH	\$27.81	\$15.44	\$18.99	\$16.11	\$19.98
1.28	36"x 24" (H.I.P.)	EACH	\$30.88	\$20.58	\$24.99	\$21.48	\$26.67
1.29	36"x 36" (H.I.P.)	EACH	\$47.56	\$30.87	\$37.62	\$32.22	\$39.98
1.30	48"x 9" (H.I.P.)	EACH	\$19.31	\$10.88	\$12.99	\$10.74	\$7.93
1.31	48"x 24" (H.I.P.)	EACH	\$49.69	\$27.44	\$33.44	\$28.64	\$35.57
1.32	48"x 30" (H.I.P.)	EACH	\$61.06	\$34.30	\$41.80	\$35.80	\$44.46
1.33	60"x 30" (H.I.P.)	EACH	\$75.25	\$42.88	\$51.99	\$44.75	\$55.57
				\$640.31	\$793.53	\$683.39	

TMUTCD SIGNS - WARNING			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
2.01	30" Circle (H.I.P.)	EACH	\$32.06	\$21.37	\$25.99	\$22.38	\$27.23
2.02	36" Circle (H.I.P.)	EACH	\$47.56	\$29.94	\$37.62	\$32.22	\$39.18
2.03	12"x 18" (H.I.P.)	EACH	\$8.69	\$5.48	\$6.29	\$5.37	\$6.54
2.04	18"x 18" (H.I.P.)	EACH	\$15.06	\$8.20	\$9.49	\$8.06	\$10.02
2.05	18"x 24" (H.I.P.)	EACH	\$16.38	\$10.29	\$12.54	\$10.74	\$13.34
2.06	24"x 12" (H.I.P.)	EACH	\$13.63	\$7.33	\$8.49	\$7.16	\$8.89
2.07	24"x 24" (H.I.P.)	EACH	\$25.00	\$13.72	\$16.72	\$14.32	\$17.78
2.08	24"x 30" (H.I.P.)	EACH	\$26.00	\$17.15	\$20.90	\$17.88	\$22.23
2.09	30"x 15" (H.I.P.)	EACH	\$23.55	\$11.04	\$13.39	\$11.19	\$14.21
2.10	30"x 30" (H.I.P.)	EACH	\$32.06	\$21.44	\$25.99	\$22.38	\$27.79
2.11	30"x 36" (H.I.P.)	EACH	\$46.88	\$25.73	\$31.80	\$26.85	\$33.34
2.12	36"x 12" (H.I.P.)	EACH	\$16.38	\$10.29	\$12.54	\$10.74	\$13.34
2.13	36"x 18" (H.I.P.)	EACH	\$27.81	\$15.44	\$18.99	\$16.11	\$19.98
2.14	36"x 24" (H.I.P.)	EACH	\$30.88	\$20.58	\$24.99	\$21.48	\$26.68
2.15	36"x 36" (H.I.P.)	EACH	\$47.56	\$30.87	\$37.62	\$32.22	\$39.98
2.16	36"x 48" (H.I.P.)	EACH	\$72.44	\$41.16	\$50.88	\$42.96	\$53.31
2.17	48"x 24" (H.I.P.)	EACH	\$49.69	\$27.44	\$33.44	\$28.64	\$35.57
2.18	48"x 48" (H.I.P.)	EACH	\$95.13	\$54.88	\$67.20	\$57.28	\$71.14
2.19	48"x 60" (H.I.P.)	EACH	\$126.25	\$68.60	\$84.99	\$71.60	\$88.92
2.20	60"x 30" (H.I.P.)	EACH	\$75.25	\$42.88	\$51.99	\$44.75	\$55.57
2.21	66"x 12" (H.I.P.)	EACH	\$34.73	\$18.87	\$23.49	\$19.69	\$24.45
2.22	84"x 24" (H.I.P.)	EACH	\$88.38	\$48.02	\$59.99	\$50.12	\$62.24
				\$550.72	\$675.34	\$574.14	
TMUTCD SIGNS - SCHOOL			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
3.01	30" Pentagon (D.G. - Florescent Yellow/Green)	EACH	\$53.00	\$27.53	\$37.00	\$30.50	\$36.62
3.02	36" Pentagon (D.G. - Florescent Yellow/Green)	EACH	\$76.50	\$39.87	\$53.28	\$43.92	\$52.78
3.03	24"x 8" (D.G. - Florescent Yellow/Green)	EACH	\$14.00	\$6.49	\$7.99	\$6.51	\$9.59
3.04	24"x 10" (H.I.P. - White)	EACH	\$11.06	\$8.13	\$6.99	\$5.97	\$9.98
3.05	24"x 12" (D.G. - Florescent Yellow/Green)	EACH	\$17.00	\$9.62	\$11.99	\$9.76	\$11.96
3.06	24"x 48" (D.G. - Florescent Yellow/Green and H.I.P. - White)*	EACH	\$67.06	\$32.38	\$39.99	\$39.04	\$47.86
3.07	30"x 30" (D.G. - Florescent Yellow/Green)	EACH	\$53.00	\$28.81	\$37.00	\$30.50	\$37.39
3.08	36"x 12" (D.G. - Florescent Yellow/Green)	EACH	\$25.50	\$13.83	\$17.76	\$14.64	\$17.94
3.09	36"x 36" (D.G. - Florescent Yellow/Green)	EACH	\$76.50	\$41.49	\$53.28	\$43.92	\$53.84
	*per TMUTCD S5-1			\$208.15	\$265.28	\$224.76	

BRACKET/POST AND HARDWARE			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
4.01	2 3/8" Post Bracket	EACH	\$1.19	NO BID	\$1.14	NO BID	NO BID
4.02	3" Post Bracket	EACH	\$2.39	NO BID	\$1.98	NO BID	NO BID
4.03	2 3/8" Back to Back Post Brackets	EACH	\$1.90	NO BID	\$1.69	NO BID	NO BID
4.04	Wedge and Universal Anchor	EACH	\$12.30	NO BID	\$46.99	NO BID	NO BID
4.05	Triangular Slipbase System	EACH	\$97.50	NO BID	\$50.00	NO BID	NO BID
4.06	10' Steel T-Leg Assembly Base	EACH	\$78.00	NO BID	\$109.00	NO BID	NO BID
			\$193.28		\$210.80		
STREET SIGNS BLANKS AND HARDWARE			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
5.01	6"x 18" Flat (H.I.P. - White)	EACH	\$8.47	\$4.20	\$4.48	\$3.18	\$4.69
5.02	6"x 24" Flat (H.I.P. - White)	EACH	\$11.29	\$5.43	\$5.99	\$4.24	\$6.26
5.03	6"x 30" Flat (H.I.P. - White)	EACH	\$14.06	\$6.73	\$7.49	\$5.30	\$7.84
5.04	6"x 36" Flat (H.I.P. - White)	EACH	\$16.88	\$8.08	\$8.99	\$6.36	\$9.43
5.05	9"x 24" Flat (H.I.P. - White)	EACH	\$16.88	\$8.15	\$7.39	\$6.36	\$9.41
5.06	9"x 30" Flat (H.I.P. - White)	EACH	\$21.12	\$10.10	\$9.19	\$7.95	\$11.78
5.07	9"x 36" Flat (H.I.P. - White)	EACH	\$25.35	\$12.08	\$10.99	\$9.54	\$14.14
5.08	Cap Round - 2 3/8" x 5 1/2" Flat Blade Holder	EACH	\$3.13	\$3.50	\$2.44	\$3.25	\$3.69
5.09	Cap Round - 2 3/8" x 12" Flat Blade Holder	EACH	\$8.69	\$8.25	\$6.59	\$5.75	\$9.25
5.10	Cap Round - 3" x 5 1/2" Flat Blade Holder	EACH	\$5.75	\$4.97	\$5.79	NO BID	\$5.22
5.11	Cap Round - 3" x 12" Flat Blade Holder	EACH	\$14.12	\$11.20	\$13.99	NO BID	\$16.20
5.12	90° Tee - 5 1/2" Flat Blade	EACH	\$3.13	\$3.36	\$2.44	\$3.25	\$3.69
5.13	90° Tee - 12" Flat Blade Holder	EACH	\$8.69	\$8.25	\$6.59	\$5.25	\$9.25
			\$157.56	\$94.30	\$92.36		\$110.85
POSTS			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
6.01	10'x 2 3/8" O.D. Round Post	EACH	\$14.56	NO BID	\$11.79	NO BID	\$18.29
6.02	12'x 2 3/8" O.D. Round Post	EACH	\$16.95	NO BID	\$13.99	NO BID	\$21.96
6.03	6' Green Wing Channel	EACH	\$5.69	NO BID	\$5.51	NO BID	\$10.60
6.04	6" Galvanized Wing Channel Post	EACH	\$7.90	NO BID	\$6.99	NO BID	\$13.20
6.05	12' Green Wing Channel Post	EACH	\$20.50	NO BID	\$17.49	NO BID	\$21.19
6.06	10' x 1-3/4" Perforated Square Metal Tubing	EACH	\$18.00	NO BID	\$15.19	NO BID	NO BID
6.07	1-3/4" Perforated Square Metal Tubing - Base End (Foot) with Clamps	EACH	\$14.50	NO BID	\$29.00	NO BID	NO BID
6.08	2" Perforated Square Metal Tubing - Single Leg Base with Clamps	EACH	\$31.00	NO BID	\$59.00	NO BID	NO BID
6.09	12' x 2-7/8" O.D. 10 BWG Post complete assembly with Clamps	EACH	\$155.00	NO BID	\$139.00	NO BID	NO BID
			\$284.10		\$297.96		

ROLL GOODS			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
7.01	6"x 50 Yards - Barricade Tape (H.I.P.)	EACH	\$136.00	\$125.25	\$122.00	\$79.50	\$126.20
7.02	7"x 50 Yards - Barricade Tape (H.I.P.)	EACH	\$155.00	\$146.13	\$124.00	\$92.75	\$145.70
7.03	30" Reflective Sheeting (E.G.)	EACH	\$337.00	\$303.75	\$307.50	\$258.75	\$258.33
7.04	30" Reflective Sheeting (H.I.P.)	EACH	\$645.00	\$483.75	\$510.00	\$397.50	\$491.25
7.05	30" Reflective Sheeting (D.G.)	EACH	\$1,650.00	\$933.75	\$1,162.00	\$783.75	\$970.25
7.06	30" Non Reflective Sheeting (Vinyl)	EACH	\$99.00	\$270.00	\$135.00	\$243.75	\$416.64
7.07	30" E.C. Film	EACH	\$499.00	\$382.50	\$412.00	\$333.75	\$399.78
7.08	48" Reflective Sheeting (E.G.)	EACH	\$540.00	\$486.00	\$498.00	\$414.00	\$413.32
7.09	48" Reflective Sheeting (H.I.P.)	EACH	\$1,025.00	\$774.00	\$816.00	\$636.00	\$786.00
7.10	48" Non Reflective Sheeting (Vinyl)	EACH	\$159.00	\$432.00	\$228.00	\$390.00	\$666.62
7.11	48" E.C. Film	EACH	\$790.00	\$612.00	\$660.00	\$534.00	\$639.64
			\$6,035.00	\$4,949.13	\$4,974.50	\$4,163.75	\$5,313.73
BARRICADE MATERIAL			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
8.01	1"x 8"x 8' Barricade Rail (plank)	EACH	\$11.50	NO BID	\$9.99	\$103.48	\$14.50
8.02	Type I 24" Barricade with Sheeting	EACH	\$45.00	NO BID	\$39.00	\$93.07	\$47.75
8.03	Type II 24" Barricade with Sheeting	EACH	\$55.00	NO BID	\$45.00	\$114.35	\$57.50
8.04	Type III 8' Barricade with Sheeting	EACH	\$149.00	NO BID	\$139.00	\$271.78	\$225.00
			\$260.50		\$232.99	\$582.68	\$344.75
FLEXIBLE ROLL UP SIGNS			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
9.01	36" Non Reflective Sign	EACH	\$31.50	NO BID	\$28.99	\$36.36	\$36.50
9.02	36" Reflective Sign	EACH	\$68.50	NO BID	\$51.99	\$73.49	\$74.80
9.03	48" Non Reflective Sign	EACH	\$43.75	NO BID	\$35.99	\$45.45	\$42.00
9.04	48" Reflective Sign	EACH	\$93.00	NO BID	\$79.99	\$109.84	\$111.50
9.05	Sign Base	EACH	\$77.00	NO BID	\$85.99	\$55.48	\$118.70
			\$313.75		\$282.95	\$320.62	\$383.50

DELINEATOR AND OBJECT MARKERS			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
10.01	62" Flexible Posts w/stub w/ 3"x 12" Yellow H.I.P. Sheeting	EACH	\$31.00	NO BID	\$12.31	\$23.48	\$18.60
10.02	28" Cones w/ Reflective Bands - 9.5 lbs. min weighted base	EACH	\$15.29	NO BID	\$12.89	\$19.48	\$17.98
10.03	36"- 42" Drums w/ Reflective Bands with Tire Ring Base	EACH	\$38.00	NO BID	\$30.99	\$88.98	\$87.50
10.04	Barrier reflector - GF-1	EACH	\$2.29	NO BID	\$2.39	NO BID	\$87.50
10.05	Barrier reflector - GF-2	EACH	\$3.99	NO BID	\$10.49	NO BID	\$3.85
10.06	Barrier reflector - CTB	EACH	\$1.39	NO BID	\$1.99	NO BID	\$26.20
10.07	Temporary Flexible-Reflective Roadway Marker Tabs	EACH	\$0.40	NO BID	\$0.36	NO BID	\$4.25
10.08	Reflector 6" x 12" (Size 3)	EACH	\$3.90	NO BID	\$2.69	\$2.44	\$0.82
10.09	Object Marker - OM -3L	EACH	\$16.38	NO BID	\$12.99	\$10.74	\$13.34
10.10	Object Marker - OM -3R	EACH	\$16.38	NO BID	\$12.99	\$10.74	\$13.34
10.11	Object Marker - OM -3C	EACH	\$16.38	NO BID	\$12.99	\$10.74	\$13.34
10.12	Object Marker - OM -4	EACH	\$13.25	NO BID	\$8.99	\$24.48	\$10.02
			\$158.65		\$122.07	\$191.08	\$296.74
CWZTCDL SUBSTRATES FOR SIGNS BLANKS FOR SHORT-TERM/SHORT DURATION			SAFELANE	VULCAN	PATHMARK	OSBURN	GARDEN STATE
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
11.01	24" x 30" 10 MM Coroplast	EACH	\$6.25	NO BID	\$4.88	\$24.40	\$7.60
11.02	48" x 96" 10 MM Coroplast	EACH	\$33.50	NO BID	\$30.08	\$156.16	\$45.00
11.03	60" x 30" 10 MM Coroplast	EACH	\$17.00	NO BID	\$12.50	\$61.00	\$18.60
			\$56.75		\$47.46	\$241.56	\$71.20

DESCRIPTION	ITEMS	PRIMARY	SECONDARY	TERTIARY
TMUTCD SIGNS - REGULATORY	1.01-1.33	VULCAN	OSBURN	PATHMARK
TMUTCD SIGNS - WARNING	2.01-2.22	VULCAN	OSBURN	PATHMARK
TMUTCD SIGNS - SCHOOL	3.01-3.09	VULCAN	OSBURN	PATHMARK
BRACKET/POST AND HARDWARE	4.01-4.06	PATHMARK	SAFELANE	N/A
STREET SIGNS BLANKS AND HARDWARE	5.01-5.13	VULCAN	PATHMARK	SAFELANE
POSTS	6.01-6.09	PATHMARK	SAFELANE	GARDEN STATE
ROLL GOODS	7.01-7.11	OSBURN	VULCAN	PATHMARK
BARRICADE MATERIAL	8.01-8.04	PATHMARK	SAFELANE	GARDEN STATE
FLEXIBLE ROLL UP SIGNS	9.01-9.05	PATHMARK	SAFELANE	OSBURN
DELINEATOR AND OBJECT MARKERS	10.01-10.12	PATHMARK	SAFELANE	GARDEN STATE
CWZTCDL SUBSTRATES FOR SIGNS BLANKS FOR SHORT- TERM/SHORT DURATION	11.01-11.03	PATHMARK	SAFELANE	GARDEN STATE

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.

SafeLane Traffic Supply
Wimberley, TX United States

Certificate Number:

2016-10311

Date Filed:

02/08/2016

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

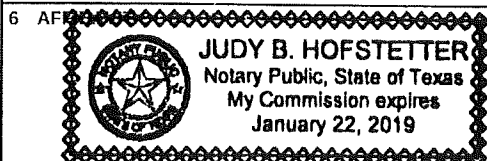
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

1511-034

Signs and Markers

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.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard Brushaber, this the 8th day of February, 20 16, to certify which, witness my hand and seal of office.

Judy B. Hofstetter
Signature of officer administering oath

Judy B. Hofstetter - Notary Public, State of Texas, County of Bexar

Printed name of officer administering oath

Title of officer administering oath

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:
2016-9551

Date Filed:
02/05/2016

Date Acknowledged:

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

Osburn Associates, Inc.
Logan, OH 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, TX

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 goods or services to be provided under the contract.

7.01-7.11 rolled good
Rolled goods and traffic signs

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 AFFIDAVIT



MELINDA THOMPSON
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 12, 2018
Recorded in
Hocking County

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jennifer Treadway, this the 5th day of February, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

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.

PathMark Traffic Products of Texas, Inc.
San Marcos, TX United States

Certificate Number:
2016-10351

Date Filed:
02/08/2016

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 goods or services to be provided under the contract.

IFB 1511-034
Traffic signs and hardware

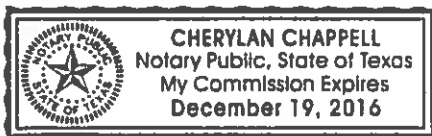
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	N/A			

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Jose Perez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jose Perez, this the 11th day of February, 2016, to certify which, witness my hand and seal of office.

Cherylan Chappell
Signature of officer administering oath

Cherylan Chappell
Printed name of officer administering oath

VP
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

Garden State Highway Products, Inc., Vineland, NJ, USA

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

Williamson County, TX

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 goods or services to be provided under the contract.

Signs & Markers

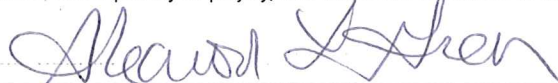
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

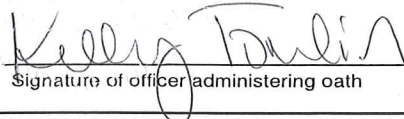
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity
Sharon L. Green, President

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the 11 day
of February, 20 16, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Kelly Tomlin
Printed name of officer administering oath

KELLY TOMLIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 14, 2016
Secretary
I.D. #2412303
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

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:
2016-12790

Date Filed:
02/12/2016

Date Acknowledged:

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

Vulcan Inc
Foley, AL 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 goods or services to be provided under the contract.

1511-034
Signs and Markers

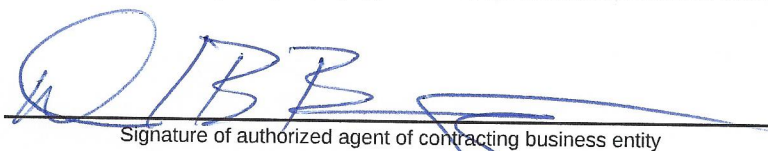
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



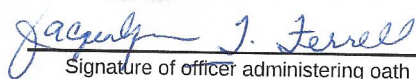
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said DAVID B. BEVIACQUA, this the 12 day of FEB, 20 16, to certify which, witness my hand and seal of office.


Signature of officer administering oath

JACQUELYNN T. FERRELL
Printed name of officer administering oath

NOTARY PUBLIC
Title of officer administering oath

Commissioners Court - Regular Session**24.****Meeting Date:** 02/23/2016

Approve Addendum to ThyssenKrupp Contract - Facilities

Submitted For: Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving addendum to the Elevator Maintenance Agreement (Contract Number US33672 Dated 4/1/2012) between Williamson County and ThyssenKrupp Elevators Americas in order to add the Williamson County Courthouse elevator located at 710 S. Main Street, Georgetown, TX 78626 to the inventory of elevators to be maintained

Background

The price for the amended services as stated in the Addendum shall be Six Hyndred Seventeen Dollars and Forty Six Cents (\$617.46) per Quarter. This amount will be added to the price of the county's existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1295 FormAddendum

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 02/18/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

02/18/2016 09:45 AM

02/18/2016 11:24 AM

Started On: 02/10/2016 12:05 PM

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.

ThyssenKrupp Elevator Americas
Austin, TX United States

Certificate Number:
2016-5263

Date Filed:
01/25/2016

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 goods or services to be provided under the contract.

R150801
Elevator Maintenance

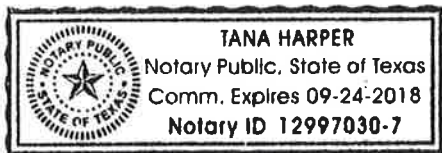
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Nancy Crumley
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nancy Crumley, this the 25th day of January, 2016, to certify which, witness my hand and seal of office.

Tana Harper
Signature of officer administering oath

Tana Harper
Printed name of officer administering oath

Notary Public
Title of officer administering oath

Addendum Agreement

ThyssenKrupp Elevator and Williamson County Facilities hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 4/1/2012, contract number US33672, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

Amended Scope of Services.

Scope

Addition of (1) elevator to the existing maintenance agreement:

Williamson County Courthouse, 710 S Main Street, Georgetown, TX 78626

(1) Schindler Hydraulic Passenger, 2100lb capacity, 150fpm, 3 landings, Serial No: C643401

Effective Date: Upon Execution of this Addendum

Monthly price per elevator is \$205.82.

Price

The price for the amended services as stated in this addendum shall be Six Hundred Seventeen Dollars and Forty Six Cents (\$617.46) per Quarter. This amount shall be added to the price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

Term

This addendum shall become effective starting upon acceptance and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein.

Acceptance

Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict.

This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Williamson County Facilities:	ThyssenKrupp Elevator Corporation Approval:
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ThyssenKrupp Elevator Americas



Addendum Agreement

By: <u>[Signature]</u> (Signature of ThyssenKrupp Elevator Representative) Caitlin Franks Account Manager caitlin.franks@thyssenkrupp.com <u>2/1/16</u> (Date Submitted)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)
---	--	--

Commissioners Court - Regular Session**25.****Meeting Date:** 02/23/2016

Extension Office Lease Belford Square Bobby Davis

Submitted For: Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing extension of Belford Square Lease, 308 W. 7th Street, Suite 101, Georgetown to March 31, 2017 with Bobby R. Davis.

Background

This is the 2nd (1) year renewal option of possible 3 renewals. Rent is \$1300 per month with Tax of \$189.83.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Extension Document](#)[1295 Form](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 02/18/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

02/17/2016 01:24 PM

02/18/2016 11:24 AM

Started On: 02/16/2016 01:50 PM

EXTENSION OF OFFICE LEASE AGREEMENT

THIS EXTENSION OF OFFICE LEASE AGREEMENT (this "Extension") is entered into between Williamson County, Texas ("Lessor"), and Bobby R. Davis, P.C. ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into a certain Office Lease Agreement (the "Lease Agreement") commencing on April 1, 2014 for premises identified in the Lease Agreement as being 308 W. 7th Street, Suite 101, Georgetown, Texas 78626, formerly designated as 308-A W. 7th Street, Georgetown, Texas 78626 (the "Premises");

WHEREAS, the Lessor and Lessee desire to extend the Lease Agreement for an additional one year term;

WHEREAS, pursuant to the terms of the Lease Agreement, the rent and amount of taxes must be increased for the Extended Term;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease is amended and extended as follows:

AGREEMENTS:

1. **Definitions.** All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement.
2. **Extended Term.** The Lease Agreement shall be extended for one additional year commencing on April 1, 2016 and ending at midnight on March 31, 2017 (the "Extended Term").
3. **Rent for Extended Term.** In accordance with Section 2., B. of the Lease Agreement, the rent for the Extended Term shall remain \$1300.00 to be payable in advance on the first day of each month in accordance with the terms of the Lease Agreement.
4. **Real Property Tax Reimbursement for Extended Term.** In accordance with Section 4. of the Lease Agreement, Lessee shall pay \$189.83 each month as additional rent for Lessee's proportionate share of real property taxes during the Extended Term. Said amount shall be payable on the first day of each calendar month in accordance with the terms of the Lease Agreement.
5. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension and to perform its obligations under the Lease Agreement;

and the Lease Agreement and this Extension are the valid, binding and enforceable obligations of such party.

6. Full Force and Effect. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as modified herein, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

7. Extent of Extension. All other terms of the Lease 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.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be, to be effective as of April 1, 2016.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

Bobby R. Davis, P.C.

By: _____
Printed Name: Bobby R Davis
Title: President

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:
2016-5444

Date Filed:
01/25/2016

Date Acknowledged:

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

Bobby R Davis, PC
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

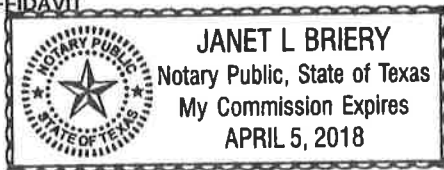
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

14RFP00214
Office Lease

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

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bobby R. Davis, this the 25th day of January, 20 16, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

At Janet Briery
Printed name of officer administering oath

Notary
Title of officer administering oath

Commissioners Court - Regular Session**26.****Meeting Date:** 02/23/2016

Extension Office Lease Belford Square Heritage

Submitted For: Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing extension of Belford Square Lease, 308 W. 7th Street, Suite 102, Georgetown to March 31, 2017 with Heritage Personnel, LLC.

Background

This is the 2nd (1) year renewal option of possible 3 renewals. Rent is \$850 per month with Tax of \$189.83.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[extension documents](#)

[1295](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 02/18/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

02/18/2016 07:53 AM

02/18/2016 11:24 AM

Started On: 02/16/2016 01:55 PM

EXTENSION OF OFFICE LEASE AGREEMENT

THIS EXTENSION OF OFFICE LEASE AGREEMENT (this "Extension") is entered between Williamson County, Texas ("Lessor"), and Heritage Personnel, LLC ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into a certain Office Lease Agreement (the "Lease Agreement") that commenced on April 1, 2014 for premises identified in the Lease Agreement as being 308 W. 7th Street, Suite 102, Georgetown, Texas 78626 (the "Premises");

WHEREAS, the Lessor and Lessee desire to extend the Lease Agreement for an additional one year term;

WHEREAS, pursuant to the terms of the Lease Agreement, the rent and amount of taxes may, pursuant to the terms of the Lease Agreement, be increased for the Extended Term;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease is amended and extended as follows:

AGREEMENTS:

1. **Definitions.** All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement.
2. **Extended Term.** The Lease Agreement shall be extended for one additional year commencing on **April 1, 2016** and ending at midnight on **March 31, 2017** (the "Extended Term").
3. **Rent for Extended Term.** In accordance with Section 2., B. of the Lease Agreement, the rent for the Extended Term will remain **\$850.00** to be payable in advance on the first day of each month in accordance with the terms of the Lease Agreement.
4. **Real Property Tax Reimbursement for Extended Term.** In accordance with Section 4. of the Lease Agreement, Lessee shall pay **\$189.83** each month as additional rent for Lessee's proportionate share of real property taxes during the Extended Term. Said amount shall be payable on the first day of each calendar month in accordance with the terms of the Lease Agreement.
5. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension and to perform its obligations under the Lease Agreement; and the Lease Agreement and this Extension are the valid, binding and enforceable obligations of such party.
6. **Full Force and Effect.** Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as modified herein, is in full force and effect; (iii) to the best of Lessee's

knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

7. Extent of Extension. All other terms of the Lease 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.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be, to be effective as of April 1, 2016.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

Heritage Personnel, LLC

By: _____
Printed Name: Chris Collier
Title: President

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.

Heritage Personnel
Georgetown, TX United States

Certificate Number:
2016-7856

Date Filed:
02/01/2016

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 goods or services to be provided under the contract.

12RFP00007
Lease space

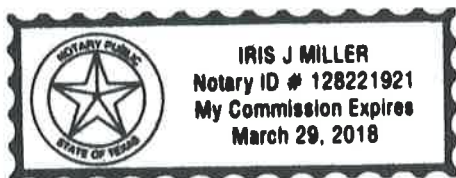
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

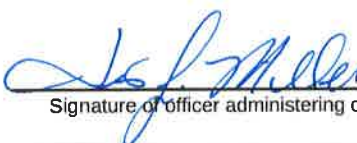
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Chris Collins, this the 3 day of February, 2016, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Iris J. Miller
Printed name of officer administering oath

Office Manager
Title of officer administering oath

Commissioners Court - Regular Session**27.****Meeting Date:** 02/23/2016

Tyler OCR L3 and eNotify

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement between Tyler Technologies and Williamson County to add OCR L3/eNotify Services to the existing modules purchased.

Background

This agreement in the amount of \$11,184 includes Project Management, Setup, Development, Configuration, Consulting, Training & Go-Live Assistance, & Estimated Travel.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Tyler agreement and 1295](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/17/2016 09:18 PM



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
OCR L3 / eNotify Services			
Project Management	4	160.00	\$640
Deployment, Setup, Configuration & Consulting	28	149.00	\$4,172
Training & Go-Live Assistance	36	138.00	\$4,968
Estimated Travel Costs			\$1,404
			TOTAL CONTRACT AMOUNT
			\$11,184

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

CLIENT

By: 

By: _____

Name: JEFF PUCKETT

Name: _____

Title: PRESIDENT, Q&J

Title: _____

Date: 20 Jan 2014

Date: _____

**Professional Services Agreement
Terms and Conditions**

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Termination. The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 2

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:
2016-12466

Date Filed:
02/11/2016

Date Acknowledged:

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

Tyler Technologies, Inc.
Plano, 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 goods or services to be provided under the contract.

020-9604

Professional Services for configuration and training related to the Odyssey OCR – Level 3 and eNotify features.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Leinweber, Larry	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Moore, H. Lynn	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	King, J. Luther	Plano, TX United States	X	
	Brattain, Donald	Plano, TX United States	X	
	Marr, John	Yarmouth, ME United States	X	
	Yeaman, John	Plano, TX United States	X	

FORM 1295

2 of 2

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. Tyler Technologies, Inc. Plano, TX United States		Certificate Number: 2016-12466 Date Filed: 02/11/2016 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 goods or services to be provided under the contract. 020-9604 Professional Services for configuration and training related to the Odyssey OCR – Level 3 and eNotify features.		
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 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
 Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said VP & Associate General Counsel, this the 11th day of February, 2016, to certify which, witness my hand and seal of office. Signature of officer administering oath Wade R. Lee Printed name of officer administering oath Rick Manages Title of officer administering oath			

Commissioners Court - Regular Session**28.****Meeting Date:** 02/23/2016

Tyler Jury Services

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement between Tyler Technologies and Williamson County to add Jury Services to the existing modules purchased.

Background

This agreement in the amount of \$28,709 includes Project Management, Data Conversion, Initial Training, Go-Live Assistance & Estimated Travel Costs.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Tyler agreement and 1295](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/17/2016 09:34 PM



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Jury Services			
Project Management	40	170.00	\$6,800
Data Conversion	64	155.00	\$9,920
Initial Training and Go-Live Assistance	64	145.00	\$9,280
Estimated Travel Costs			\$2,709
			TOTAL CONTRACT AMOUNT
			\$28,709

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

By: 

Name: JEFF PUCKETT

Title: PRESIDENT, CCJ

Date: 20 Jan 2014

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

**Professional Services Agreement
Terms and Conditions**

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
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Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

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8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
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(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

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(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.

Tyler Technologies, Inc.
Plano, TX United States

Certificate Number:
2016-12476

Date Filed:
02/11/2016

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 goods or services to be provided under the contract.

020-9839

Professional Services for configuration and training related to the Odyssey Jury product

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Leinweber, Larry	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Moore, H. Lynn	Plano, TX United States	X	
	Carler, Glenn	Plano, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	King, J. Luther	Plano, TX United States	X	
	Brattain, Donald	Plano, TX United States	X	
	Marr, John	Yarmouth, ME United States	X	
	Yeaman, John	Plano, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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:
2016-12476

Date Filed:
02/11/2016

Date Acknowledged:

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

Tyler Technologies, Inc.
Plano, 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 goods or services to be provided under the contract.

020-9839

Professional Services for configuration and training related to the Odyssey Jury product

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. ☐

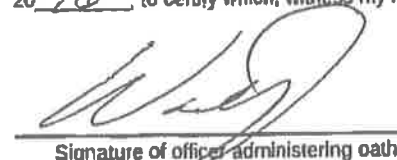
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said VP & Associate General Counsel this the 11th day of February, 20 16, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Wade Riley
Printed name of officer administering oath

List Manager
Title of officer administering oath

Commissioners Court - Regular Session**29.****Meeting Date:** 02/23/2016

Advertise Bill Picket Trail Project

Submitted For: Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Bill Picket Trail, Bid # 1601-045.

Background

This bid is for qualified contractors to construct 1 mile of roadway consisting of grading base, asphalt pavement, bridge, and pavement markings. Estimated time of completion is 140 calendar days, with an estimated cost of \$4,000,000.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 02/18/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

02/18/2016 11:42 AM

02/18/2016 02:24 PM

Started On: 02/18/2016 11:32 AM

Commissioners Court - Regular Session**30.****Meeting Date:** 02/23/2016

Advertise Bill Pickett Trail

Submitted For: Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Bill Picket Trail, Bid # 1601-045.

Background

This bid is for qualified contractors to construct 1 mile of roadway consisting of grading base, asphalt pavement, bridge, and pavement markings. Estimated time of completion is 140 calendar, with an estimated cost of \$4,000,000.

Fiscal Impact

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

Attachments[Bid Manual](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 02/18/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

02/18/2016 11:44 AM

02/18/2016 02:24 PM

Started On: 02/18/2016 11:36 AM



WILLIAMSON COUNTY

PROJECT CONSTRUCTION MANUAL

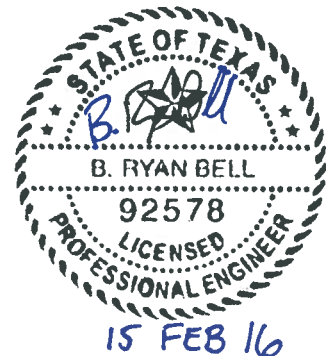
FOR

BILL PICKETT TRAIL

SOLICITATION 1601-045

**WILLIAMSON COUNTY, TEXAS
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626**

FEBRUARY 2016



The enclosed Specifications, Special Specifications, Special Provisions, General Notes, and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

TABLE OF CONTENTS

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Addenda	1
Invitation for Bids	2
Bid Instructions/Requirements	3
Bid Form, Bid Affidavit, Bidder References, Disclosure of Lobbying Activities, & Conflict of Interest Questionnaire	4
Standard Form of Agreement	5
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Payment Bond	8
Maintenance Bond	9
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Technical Specifications	13
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Appendices

- Appendix A – Quality Control/Quality Assurance Program
- Appendix B – Guide Schedule of Sampling and Testing
- Appendix C – AASHTO Accredited Laboratories

SECTION 1
ADDENDA



ADDENDUM NO. ____

Date:

Owner: **Williamson County, Texas**

Project Name:

Project No:

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Construction Documents, dated _____. Acknowledge receipt of this addendum in space provided on Bid Form. Failure to do so may subject bidder to disqualification.

DESCRIPTION OF ADDITION OR CHANGE:

This addendum consists of ____ page(s).

Approved by ENGINEER

END

SECTION 2
INVITATION FOR BIDS

PUBLIC NOTICE WILLIAMSON COUNTY INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

BILL PICKETT TRAIL

Williamson County is seeking qualified contractors to construct one mile of roadway consisting of grading, base, asphalt pavement, bridge, signing, concrete culvert, and pavement markings. Estimated time of completion is 100 calendar days to substantial completion, and 40 calendar days to final completion, with an estimated cost of \$4,000,000.

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on March 16, 2016 at 10:30 AM.

Bids must be received on or before March 16, 2016 at 10:30 AM.

Bid documents and plans may be viewed and responded to by registering with BIDSYNC at www.bidsync.com.

No fee is required to register with Bidsync as a Williamson County Supplier, or to participate in the County's solicitation process. The receipt of electronic bids will be registered in Bidsync.

The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of Paper Bids.

There will be a Non-Mandatory Pre-Bid Conference on March 2, 2016 at 3:00 PM at Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas.

BID BOND REQUIRED

A Cashier's Check, Certified Check, or acceptable Bidder's Bond in the amount of five percent (5%) of the Bid must accompany each Bid. Performance, Payment and Warranty Bonds will be required as designated in the bidding documents.

The Williamson County Commissioners' Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all bids.

Bidder shall use per unit pricing. Payments will be made by check.

The designated Purchasing Agent for this Bid is Connie Singleton, Senior Purchasing Specialist, under the direction of Max Bricka, Purchasing Agent for Williamson County, 512-943-3553.

This notice is issued by order of the Williamson County Commissioners' Court on February 23, 2016; Dan A. Gattis, County Judge.

SECTION 3
BID INSTRUCTIONS/REQUIREMENTS

BID INSTRUCTIONS/REQUIREMENTS

All Bids must be received in the Williamson County Purchasing Department either hardcopy or electronically through BidSync.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via:
www.bidsync.com

All interested Respondents are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this BID.

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods.

Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

If mailed or delivered in person, Bids are to be delivered in sealed envelope on or before the submittal deadline to:

Williamson County Purchasing Department
 Attn: **BID NAME AND NUMBER**
 901 South Austin Avenue
 Georgetown, Texas 78626

Respondents should list the Bid Number, Bid Name, Name and Address of Respondent, and the Date of the Bid opening on the outside of the box or envelope.

Respondent should submit one (1) original; **AND** (2) two copies and (1) CD **OR** (1) USB copy of the Bid.

Williamson County will not accept any Bids received after the submittal deadline.

Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Facsimile transmittals will NOT be accepted.

All questions should be submitted on the Bidsync site. Questions with their answers will be posted and updated on www.bidsync.com.

Any addenda and/or other information relevant to the Bid will be posted on: www.bidsync.com.

ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT. (May be replaced with a computer generated printout, if submitted in an identical format to the proposal).

FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

1. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. **This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered.** The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.
2. All of the items listed are to be Free On Board to final destination (**FOB DESTINATION**) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
3. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all materials and/or services covered in this Bid request, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.
4. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the 2006 Road Bond Program.

5. Late Bid: Bids received after submission deadline will be considered VOID AND UNACCEPTABLE and will be returned to the bidder unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.
6. Altering Bid: Bidders **cannot alter or amend bid** after submission deadline.
7. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
8. Contract: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
9. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the Bid Package and or Bid Instructions/Requirements.
10. Delivery Times and Locations: The commodity and/or service covered by this Bid shall be as stated in the Bid Package.
11. Payments: The Construction Inspector will manage the Contractor payments. Invoices for the work specified in the Contract Documents will be submitted to the Construction Inspector. Upon satisfactory completion and acceptance of these invoices, the Construction Inspector will forward the invoices to the County via the GEC. County's 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 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 County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall

accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department:
512-943-1573
accountspayable@wilco.org

12. Conflict of Interest: No public official shall have interest in a contract, in accordance

with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006 Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>.

The Williamson County Conflict of Interest Questionnaire is attached as a fillable form. This form must be completed, signed, and submitted with your bid (attached to the first Line Item of this bid) or completed electronically and signed electronically when entering your password in Bidsync.

13. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
14. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the required or proposed delivery schedule;
 - c. have a satisfactory record of performance;
 - d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

15. References: Williamson County **REQUIRES** bidder to supply with this Bid, a list of at least **three (3) references** where like services have been supplied by their firm. The Bidder References Form is attached as a fillable form in this bid document. This form must be completed and attached to the

first line item on your bid or included with an all paper bid.

16. Bidder shall provide with this Bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of the Bid.
17. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Contractors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
18. Contract Administration: Under this contract, Robert Daigh, Williamson County Sr. Director of Infrastructure or designee, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder or the Construction Inspector.
19. Purchase Order: Williamson County may generate a purchase order(s) to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
20. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

21. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the County, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages in accordance with Special Provision 000-2332 per day to County for every day past the specified completion date stated in the proposal.
22. BIDS MUST BE: legible and of a quality that can be reproduced.
23. Bid forms that are included in the Bid package shall be used. **CHANGES to Bid forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the Bid forms and or specifications shall be made on an **attachment** to the Bid package.
24. Workers Compensation Coverage Requirements: The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Williamson County Purchasing Department
 901 South Austin Avenue
 Georgetown, Texas 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1553, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

A. Definitions: The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

(2) Building or construction – Has the meaning defined in the Texas Labor Code, §406.096(e)(1).

(3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.

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

(5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(5) 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 governmental entity.

(6) Persons providing services on the project ("subcontractor" in §406.096) - 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.

(8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. 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 governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) 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.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify Williamson County in writing by certified mail or personal delivery, within ten (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.

H. 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.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) 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;

(2) 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;

(3) 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;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; &

(b) 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;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten(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

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of

coverage, the contractor is representing to the governmental entity 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.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

25. PERFORMANCE AND PAYMENT

BONDS: Chapter 262.032 and Chapter 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is

authorized and admitted as are insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority the County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the county. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

26. **BIDDERS BOND:** All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated by item 25 above, within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.

Bidders are not required to use Surety 2000 for your Bid Bond supplier, however; when bidding electronically in Bidsync and using Surety 2000, you may import your bid bond directly from the Surety 2000 web site. To use a different bond provider you MUST:

1. Scan the completed bond
2. Download the completed bond to the line item of this bid with your other required documents.

Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.

27. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the County elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
28. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.
29. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should notify at once the Project Engineer and may obtain clarification or addendum prior to submitting any bid.
30. In case of ambiguity or lack of clarity in the statement of prices in the bids, the county reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
31. Award of the contract, if awarded, will be made within sixty (60) days after opening of the bids and no bidder may withdraw his bid within said sixty (60) day period of time unless a prior award is made.
32. Within ten (10) days of written notification of award of the contract, the bidder shall execute and furnish to the County the performance bond, or letter of credit if applicable, and payment bond as required by item 25 above; and the Certificate of Insurance showing coverages in

accordance with contract documents. Failure to execute contract, Bonds and Certificate of Insurance shall be just cause for the annulment of the award. In case of the annulment of the award, the bid guarantee shall become the property of Williamson County, not as a penalty, but as a liquidated damage.

33. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.

34. **THE TEXAS HAZARD COMMUNICATION ACT**, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.

35. **THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY** Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all contractor/sub-contractors who bring hazardous chemicals onto county property to provide appropriate MSDS to the county at the work site. When exposure to a hazardous chemical is expected each contractor/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site

and provide for appropriate training as applicable.

36. **CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION (FORM 1295)** As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed contract to Williamson County. On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The Low Bidder must:

1. Use the online application to process the required information on Form 1295
2. Print a copy of the form which will contain a unique certification number
3. An authorized agent of the Bidder must sign the printed copy of the form
4. and have the form notarized
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County prior to award of the contract by Commissioners Court.

SECTION 4
BID FORM, BID AFFIDAVIT, BIDDER REFERENCES,
DISCLOSURE OF LOBBYING ACTIVITIES, &
CONFLICT OF INTEREST QUESTIONNAIRE

**ALL REQUIRED DOCUMENTS MUST BE
FILLED OUT AND SUBMITTED WITH BID**
www.bidsync.com

**FOLLOWING CONTRACT AWARD
REQUIRED DOCUMENTS WILL BE
INSERTED IN THIS SECTION**

SECTION 5
STANDARD FORM OF AGREEMENT

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the “Agreement”) is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called “County”) and _____ (hereinafter called “Contractor”).

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The “Project” is generally described as follows:

Project No. **1601-045 – BILL PICKETT TRAIL**

Article 2. Engineer of Record

The Project has been designed by **K FRIESE & ASSOCIATES, INC.**, who is hereinafter called the “Engineer of Record” and who is to act as the County’s design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **100** calendar days (the “Contract Time”). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the “Contract Price”):

- 4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES _____ \$ _____ (dollars)
(insert words)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and

convey understanding of all terms and conditions for performance and furnishing of the Work.

- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

- 6.1 This Standard Form of Agreement
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 General Conditions
- 6.8 Special Conditions
- 6.9 Technical Specifications
- 6.10 Plan Drawings
- 6.11 Addenda numbers _____ to _____, inclusive
- 6.12 Contractor's Bid Affidavit and Bid Form
- 6.13 Documentation submitted by Contractor prior to Notice of Award.
- 6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.
- 7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 7.6 The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

- 7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 7.10 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.
- 7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20____ (which is the “Effective Date” of the Agreement).

COUNTY_____

CONTRACTOR_____

By:_____

Dan A. Gattis,
Williamson County Judge

By: _____

Title: _____

[CORPORATE SEAL]

Attest_____

Attest_____

SECTION 6
WAGE RATES

WAGE RATES

Contractor must pay all workers not less than the prevailing wage rate for Williamson County, Texas.

General Decision Number: TX150016 01/02/2015 TX16

Superseded General Decision Number: TX20140016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	
Structures.....	\$ 12.87	
LABORER Asphalt Raker.....	\$ 12.12	
Flagger.....	\$ 9.45	

Laborer, Common.....	\$ 10.50
Laborer, Utility.....	\$ 12.27
Pipelayer.....	\$ 12.79
Work Zone Barricade	
Servicer.....	\$ 11.85
PAINTER (Structures).....	\$ 18.34

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....	\$ 12.69
Asphalt Distributor.....	\$ 15.55
Asphalt Paving Machine.....	\$ 14.36
Boom Truck.....	\$ 18.36
Broom or Sweeper.....	\$ 11.04
Concrete Pavement	
Finishing Machine.....	\$ 15.48
Crane, Hydraulic 80 tons	
or less.....	\$ 18.36
Crane, Lattice Boom 80	
tons or less.....	\$ 15.87
Crane, Lattice Boom over	
80 tons.....	\$ 19.38
Crawler Tractor.....	\$ 15.67
Directional Drilling	
Locator.....	\$ 11.67
Directional Drilling	
Operator.....	\$ 17.24
Excavator 50,000 lbs or	
Less.....	\$ 12.88
Excavator over 50,000 lbs...	\$ 17.71
Foundation Drill, Truck	
Mounted.....	\$ 16.93
Front End Loader, 3 CY or	
Less.....	\$ 13.04
Front End Loader, Over 3 CY.	\$ 13.21
Loader/Backhoe.....	\$ 14.12
Mechanic.....	\$ 17.10
Milling Machine.....	\$ 14.18
Motor Grader, Fine Grade....	\$ 18.51
Motor Grader, Rough.....	\$ 14.63
Pavement Marking Machine....	\$ 19.17
Reclaimer/Pulverizer.....	\$ 12.88
Roller, Asphalt.....	\$ 12.78
Roller, Other.....	\$ 10.50
Scraper.....	\$ 12.27
Spreader Box.....	\$ 14.04
Trenching Machine, Heavy....	\$ 18.48
Servicer.....	\$ 14.51
Steel Worker	
Reinforcing.....	\$ 14.00
Structural.....	\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole
Worker.....\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66
Off Road Hauler.....\$ 11.88
Single Axle.....\$ 11.79
Single or Tandem Axle Dump
Truck.....\$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....\$ 12.81

WELDER.....\$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which
welding is incidental.

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Unlisted classifications needed for work not included within the scope of
the classifications listed may be added after award only as provided in
the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage
rates that have been found to be prevailing for the cited type(s) of
construction in the area covered by the wage determination. The
classifications are listed in alphabetical order of "identifiers" that
indicate whether the particular rate is a union rate (current union
negotiated rate for local), a survey rate (weighted average rate) or a
union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted
lines beginning with characters other than "SU" or "UAVG" denotes that the
union classification and rate were prevailing for that classification in
the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation
identifier of the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198 indicates
the local union number or district council number where applicable, i.e.,
Plumbers Local 0198. The next number, 005 in the example, is an internal
number used in processing the wage determination. 07/01/2014 is the
effective date of the most current negotiated rate, which in this example
is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the
collective bargaining agreement (CBA) governing this classification and
rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response

from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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SECTION 7
PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as principal,
and_____
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and
firmly bound unto Williamson County (County), in the penal sum of_____
Dollars(\$_____) for the payment whereof, the said Principal and Surety bind themselves, their
heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the
_____ day of _____, 20____ (the "Agreement"), to which
the said Agreement, along with the Contract Documents referenced therein are hereby referred to and
made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and
perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and
covenanted by the Principal to be observed and performed, and according to the true intent and meaning
of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253
of the Texas Government Code, as amended and all liabilities on this bond shall be determined in
accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Agreement or to the work performed thereunder, or to the Contract
Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby
waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to
the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

(_____) _____
PHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to countersign
on behalf of Surety (Required by Art. 21.09 of
the Insurance Code)

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

SECTION 8
PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as Principal
(hereinafter referred to as the "Principal"), and_____
authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Williamson County, (hereinafter referred to as the "County"), in the penal sum of

_____ Dollars

(\$_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the _____ day of _____, 20_____, to _____

_____ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 20____.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

()
PHONE NUMBER

()
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

()
PHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to countersign
on behalf of Surety (Required by Art. 21.09 of
the Insurance Code)

SECTION 9
MAINTENANCE BOND

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
(NAME OF CONTRACTOR)

as principal, hereinafter called "CONTRACTOR" and _____
(NAME OF SURETY)

a corporation organized under the laws of _____
as Surety, hereinafter called "SURETY", do hereby expressly acknowledge themselves to be held and bound to pay unto WILLIAMSON COUNTY as Obligee, a political subdivision of the State of Texas, hereinafter called "COUNTY", the sum of (20% of total construction contract amount)

(INSERT WORDS)
_____ Dollars (\$ _____) for the payment of which sum well and truly to be made unto said COUNTY and its successors, said principal and sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that whereas said CONTRACTOR has by written Agreement dated _____, 20 _____, entered into an agreement with said COUNTY to build and construct _____

_____ which said Agreement and the Contract Documents therein mentioned and adopted by the COUNTY are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the terms and conditions of the Agreement, specifications and other Contract Documents, it is provided that the CONTRACTOR shall maintain and keep in good repair the Work constructed and/or equipment furnished by it as contemplated by the plan drawings, specifications, and other Contract Documents, and perform for a period of 2 years from the date of acceptance as shown on the "Certificate of Completion" issued by the ENGINEER, or the date of Final Payment by the COUNTY if a separate Certificate of Completion is not issued, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The CONTRACTOR shall reimburse the COUNTY for the costs of all engineering and special services required to be furnished by the COUNTY which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is the intended purpose of this section to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the CONTRACTOR under the conditions prescribed by the Agreement, plans and specifications and other Contract Documents; and in case the CONTRACTOR shall fail or refuse to commence and actively pursue such corrections within ten (10) days after proper written notifications have been furnished to it by the COUNTY, it is agreed that the COUNTY may do said work and supply such materials and the said CONTRACTOR and SURETY herein shall be liable for the payment of all costs thereby incurred.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the

CONTRACTOR in the performance of its Agreement to maintain and repair said work, then these presents shall have full force and effect and the COUNTY shall have and recover from the said CONTRACTOR and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 ____

_____ PRINCIPAL	_____ PHONE NO.
_____ SIGNATURE	_____ (SEAL)
_____ NAME & TITLE	_____ WITNESS OR ATTEST TO SEAL
_____ SURETY	_____ PHONE NO.
_____ SIGNATURE	_____ (SEAL)
_____ NAME & TITLE	_____ WITNESS OR ATTEST TO SEAL

SIGNATURE OF LICENSED LOCAL RECORDING AGENT
appointed to countersign on behalf of Surety

SECTION 10
CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

TO: _____ DATE: _____
 _____ Project No.: _____
 _____ (COUNTY) _____
 _____ Type of _____
 _____ Project: _____
 _____ (ADDRESS) _____

THIS IS TO CERTIFY THAT _____

(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to the standard policy noted on reverse side hereof.

POLICY NO.	TYPE OF INSURANCE		LIMITS OF LIABILITY
	EFFECTIVE	EXPIRES	
Workmen's Compensation		1 Person	\$ _____
Public Liability		1 Accident	\$ _____
Contingent Liability		1 Person	\$ _____
Property Damage		1 Accident	\$ _____
Builder's Risk			
Automobile			
Other			

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

(Name of Insurer)

By: _____

Phone No. () _____

Title: _____

SECTION 11
GENERAL CONDITIONS OF AGREEMENT

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General Conditions of Agreement

1. Definition of Terms

For purposes of the Contract Documents, the following terms shall have the meanings set forth herein:

1.01 The Agreement

The term the “Agreement” shall mean Standard Form of Agreement by and between County and Contractor relating to the Work and the construction of the Project.

1.02 County

Williamson County, Texas, being a political subdivision of the State of Texas, is the entity identified in the Agreement and hereinafter referred to as the “County.” Nothing contained in the Contract Documents shall create any contractual or agency relationship between any parties other than the County and the Contractor.

1.03 Department

The “Department” shall mean the Texas Department of Transportation (TxDOT).

1.04 Contractor

The term the “Contractor” shall mean the successful bidder that enters into the Agreement with the County for the construction of the Work and the Project defined by the Contract Documents.

1.05 Engineer

The term the “Engineer” shall mean the County Engineer or the authorized representative of the County Engineer.

1.06 General Engineering Consultant (GEC)

The term the “General Engineering Consultant” or “GEC” shall mean the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the Project. The GEC shall be responsible for the construction oversight of the Project.

1.07 Construction Observer

The “Construction Observer” or the “Observer” shall mean the County’s employee or a contracted consultant who performs construction engineering and inspection services for the Project.

1.08 Construction Representative

The “Construction Representative” shall mean the GEC’s designated field representative

during construction of the Project which shall provide for coordination and assistance of the construction observation effort.

1.09 Engineer of Record

The term “Engineer of Record” shall mean the County's design professional, who shall provide professional engineering design services for the Project.

1.10 Contract Documents

The “Contract Documents” shall consist of the Special Conditions, Notice for Bidders, Proposal, the fully executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (when required), General Conditions, Technical Specifications or Specifications, Plans and all modifications thereof incorporated in any such documents before the execution of the Agreement and all modifications that are made, in accordance with the Contract Documents, following the execution of the Agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Fully Executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (if any), Proposal, General Conditions, Special Conditions, Technical Specifications or Specifications, and Plans.

1.11 Subcontractor

The term “Subcontractor”, as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.12 Sub-Subcontractor

The term “Sub-Subcontractor” means one who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. It includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.13 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the entity for whom it is intended, or if delivered to or sent by registered mail to the last business address known to it who gives the notice.

1.14 Work

The Contractor shall provide and pay for all materials, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the Contract Documents (collectively known as the “Work”). Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The

Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.15 Extra Work

The term “Extra Work” as used in the Contract Documents shall be understood to mean and include all work that may be required by the County to be done by the Contractor to accomplish any change, alteration or addition to the Work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's Proposal, except as provided under Section 2.13 “Changes and Alterations” herein.

1.16 Working Day

The term “Working Day” is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the Contractor, will permit construction of the principal units of the Work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.17 Calendar Day

The term “Calendar Day” is defined as any day of the week or month, no days being excepted.

1.18 Substantially Completed

The term “Substantially Completed” or “Substantial Completion” shall be understood to mean that all Project Work (or the work for a specified phase of the Project) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified phase of work). Additionally, all pavement construction, resurfacing, traffic control devices, and pavement markings shall be in their final position (or as called for on the plans for the specified phase of work) at such time; provided, however, the Engineer may make an exception as to the permanent pavement markings being in their final position provided that, in the Engineer's sole discretion, the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

1.19 Notice of Substantial Completion

Notice issued to the Contractor by the Observer or County's Representative acknowledging Substantial Completion of the Project, signifying the end of time charges.

1.20 Certificate of Completion

Certificate issued to the Contractor by the Observer acknowledging “Final Completion” of the Project, as determined by completion of the Punch List, from which time the warranty period for the Project shall begin. The issuance of the Certificate of Completion shall serve as evidence of “Final Completion” and such certificate shall relieve the Contractor of ownership responsibilities for the Project, except for repair of damage caused by the Contractor or by the Contractor's operations to existing facilities or completed and substantially accepted work.

1.21 Certificate of Acceptance

Certificate issued to the Contractor by the County acknowledging final acceptance and purchase of the Project.

1.22 Project

The "Project" shall mean and include the Project defined, described and set forth in the Agreement.

1.23 Contract Time

The "Contract Time" shall mean the amount of time in which the Work shall be Substantially Completed. The number of days allotted for the Contract Time shall be specifically set forth in the Agreement.

1.24 Contract Price

The "Contract Price" shall mean the amount that the County shall pay the Contractor for completion of the Work in accordance with the Contract Documents. The specific amount of the Contract Price shall be determined pursuant to the terms of the Contract Documents.

2. Responsibilities of the Engineer and the Contractor**2.01 County-Observer Relationship**

The Observer will be the County's contracted consultant during construction. The duties, responsibilities and limitations of authority of the Observer as the County's representative during construction are as set forth in the Contract Documents and/or the Agreement for Construction Engineering and Inspection Services and shall not be extended or limited without written consent of the County or the Observer. The Observer will advise and consult with the County and the GEC, and all of the County's instructions to the Contractor shall be issued through the Observer.

2.02 Professional Observation by the Construction Observer

The Observer shall be on the jobsite when work is being performed to provide construction engineering inspections of the Work performed by the Contractor. In addition to performing material testing on behalf of the County, the Observer shall review the progress of the executed Work and to determine if such Work meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Observer shall not be responsible, directly or indirectly, for the Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of the Contract Documents, the Engineer and the Observer shall not be responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the Work.

2.03 Payments for Work

The Observer shall review the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing to the GEC for review, payment to the Contractor in such amounts; such recommendation of payment to the Contractor constitutes a representation to the County of the Observer's professional judgment that the Work has progressed to the point indicated to the best of its knowledge, information and belief, but such recommendation of an application for payment to the Contractor shall not be deemed as a representation by the Observer that the Observer has made any examination to determine how or for what purpose the Contractor has used the monies paid on account of the Contract Price.

2.04 Initial Determinations

The Observer initially shall determine all claims, disputes and other matters in question between the Contractor and the County relating to execution or progress of the Work or interpretation of the Contract Documents. The Observer's decision shall be rendered in writing to the GEC for review within a reasonable time, which shall not be construed to be less than ten (10) days.

2.05 Objections

In the event the Observer renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of the Contract Documents, either party may file with the Observer its written objection to the decision within thirty (30) days of such decision by the Observer, and by such action may reserve the right to submit the question so raised to litigation as hereinafter provided.

2.06 Lines and Grades

Unless otherwise specified, all lines and grades shall be furnished by the Contractor at its own expense. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefore.

2.07 Contractor's Duty and Superintendence

The Contractor shall give adequate attention to the faithful prosecution and completion of the Work subject of the Contract Documents and shall keep on the Project site, at all times during its progress, a competent Superintendent and any necessary assistants to supervise and direct the Work. The Superintendent shall represent the Contractor in its absence and all directions given to the Superintendent shall be as binding as if given to the Contractor.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing its work under the Contract Documents, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County and the Observer being interested only in the result obtained and conformity of such completed improvements with the Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of itself, its employees and other persons, as well as for the protection and safety of the improvements being erected and its property or any other person's property, as a result of its operations under the Contract Documents. Engineering construction drawings and specifications, as well as any additional information concerning the Work to be performed passing from or through the Observer, shall not be interpreted as requiring or allowing the Contractor to deviate from the Contract documents, the plans and specifications; the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the Work the Contractor is to perform.

Any review of work in process, or any visit or observation and inspection during construction, or any clarification of plans and specifications, by the Observer or the County, or any agent, employee, or representative of either of them, whether through personal observation or inspection on the Project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or methods, is agreed by the Contractor to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the Contract Documents, or for the purpose of enabling the Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of its work on the Project, including but not limited to the propriety of means and methods of the Contractor in performing in accordance with the Contract Documents, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Observer, the Engineer, or any of their representatives, whether called to the Contractor's attention or not, shall in no way relieve the Contractor from its responsibility to complete all work in accordance with the Contract Documents.

2.08 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents.

2.09 Character of Workers

The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under the Contract Documents, to do the Work; and agrees that whenever the Observer shall inform it in writing that any workers on the Work are, in its opinion, incompetent, unfaithful or disorderly, or refuse instructions from the Observer in the absence of the Superintendent, such worker shall be discharged from the Work and shall not again be employed on the Work without the Observer's written consent. No illegal alien may be employed by any Contractor for work on this Project, and a penalty

of \$500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this Project.

2.10 Shop Drawings

The Contractor shall submit to the Observer, with such promptness as to cause no delay in its own work or in that of any other contractor, a minimum of four (4) stamped/reviewed copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer of Record shall pass upon them with reasonable promptness, making desired corrections. Note: A single copy of the reviewed drawings shall be retained by the reviewer, the County, and the County's Representative for their records. The Contractor may not submit more than four different shop drawing plans for review in any one week. The Engineer of Record shall return the shop drawings to the Contractor, via the GEC, within three (3) weeks of its having received them, with appropriate comments. The Contractor shall make any corrections required by the Engineer of Record, file with it two (2) corrected copies and furnish such other copies as may be needed. The Engineer of Record's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer of Record's attention to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on its ability to perform the required work in accordance with the Contract Documents and within the time for completion thereof. Any shop drawings which are required for temporary supports must be signed and sealed by an Engineer registered in the State of Texas.

Such review by the Engineer of Record shall be for the sole purpose of determining the sufficiency of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of its duties and obligations, as an independent contractor, set forth in the Contract Documents. It is hereby expressly understood and agreed that the Engineer of Record does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during the Contractor's performance hereunder.

2.11 Preliminary Approval

The Observer shall not have the power to waive the obligations of the Contract Documents for the furnishing by the Contractor of good material, and of its performing good work as herein described, and in full accordance with the Contract Documents. No failure or omission of the Observer to discover, object to or condemn any defective work or material shall release the Contractor from the obligations to fully and properly perform in full accordance with the Contract Documents, including without limitation, the obligation to at once tear out, remove and properly replace any defective work or material at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the Observer shall, upon request of the Contractor, inspect and accept or reject any material furnished, and in the event the material has been once accepted by the Observer,

such acceptance shall be binding on the County unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered to be taken up or removed for re-examination by the Observer, prior to final acceptance, and if found not in accordance with the plans and/or specifications for said work, all expenses relating to the removing, re-examination and replacement shall be solely borne by the Contractor. Otherwise, if the questioned work is found to be in accordance with the plans and/or specifications for said work, the expense thus incurred shall be allowed as Extra Work and shall be paid for by the County; provided, however, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval, the Contractor shall bear all expense of taking up, removing, and replacing this work if so directed by the Observer.

2.12 Defects and Their Remedies

It is further agreed that if the Work or any part thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Observer as unsuitable or not in conformity with the Contract Documents, or the intent thereof, the Contractor shall, after receipt of notice thereof from the Observer, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the Contract Documents.

2.13 Changes and Alterations

The Contractor further agrees that the County may make such changes and alterations as the County may see fit in the line, grade, form, dimensions, plans or materials for the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Contract Documents.

If such changes or alterations diminish the quantity of the Work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the Work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment". If the amount of work is increased, and the Work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under the Contract Documents, except as provided for unit price items under Section 5 "Measurement and Payment". Otherwise, such additional work shall be paid for as provided under Extra Work. In the event the County makes such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the County shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation for the Work as originally planned.

3. General Obligations and Responsibilities

3.01 Keeping of Plans and Specifications Accessible and Keeping a Superintendent on the Project Site

The Contractor shall keep one (1) copy of the plans and specifications constantly accessible on the Work, with the latest revisions noted thereon. The Contractor shall give the Work its constant attention to facilitate the progress thereof and shall cooperate with the Construction Observer in every way possible. The Contractor shall designate, to the Construction Observer in writing, the name of a Superintendent, employed by the firm, regardless of how much of the Work may be sublet. The Superintendent will be available at all time. In the event a competent superintendent is not available, the Construction Observer may suspend work until one is available.

3.02 Ownership of Documents

All drawings, specifications and copies thereof furnished by the Engineer of Record shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to the Engineer of Record on request, at the completion of the work. All models, drawings, specifications and copies thereof are the property of the County.

3.03 Adequacy of Design

It is understood that the County believes it has employed competent engineers and designers. It is therefore agreed that the County and Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project provided that the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the County. The burden of proof of such compliance shall be upon the Contractor to show that it has complied with the said requirements of the Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

The paper copies of the Contract Documents are considered to be the official contract documents. Any request by the Contractor and use thereof of electronic or digital information, including engineering design and survey files, shall be at the sole risk and legal responsibility of the Contractor. Neither the County nor the Engineer of Record makes any warranty or representation as to the compatibility of the files provided with other software programs, nor shall they be held responsible for subsequent uses of the data by the Contractor or anyone who may obtain the data from the Contractor. **THE CONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD THE COUNTY ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES AND THE ENGINEER OF RECORD HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS OR COSTS ARISING OUT OF OR RESULTING FROM SUCH USE.** Because data stored on electronic media can deteriorate undetected or be modified undetected, neither the County nor the Engineer of Record can be held liable for the completeness or correctness of the electronic data once in possession of the Contractor.

3.04 Contractor's Responsibility for Work

Until the issuance of the Certificate of Completion for the Project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non execution of the Work.

In case of suspension of work for any cause, the Contractor shall be responsible for the preservation of all materials. The Contractor shall provide suitable drainage of the roadway in good and passable condition until Final Completion, except as outlined below for opening the roadway to traffic.

Whenever, in the opinion of the Observer, any roadway or portion thereof is in suitable condition for travel, it shall be opened to traffic; provided, however, such opening shall not be held to be, in any way, the final acceptance of the roadway or any part thereof or be held as a waiver of any of the provisions of the Contract Documents. Where it is considered by the Observer to be in the public interest and so ordered in writing by the Observer, any Substantially Completed roadway or portion thereof may be opened to traffic as follows:

- (1) When both required by plans, job sequence or the approved traffic control plan, and when the County accepts responsibility for maintaining such portion of the roadway opened to traffic.
- (2) When work is suspended for a period of time at the convenience of the County, the County will assume the responsibility for maintaining the entire roadway during the period of suspension; or
- (3) When the roadway or portion thereof is opened to traffic during construction operations at the convenience of the County, the County will assume responsibility for the maintenance of the traveled way and shoulders during the period in which it is opened to traffic.

The County, in assuming responsibility for maintenance under this provision, may require the Work to be done in accordance with Section 6, "Extra Work and Claims".

Except for damage by the Contractor or damage caused by the Contractor's operations, the Contractor will not be responsible for repair of damage to existing facilities or damage to completed and accepted work such as guard fence, bridge wings, railing, illumination assemblies, underpass structure, traffic barriers, delineator assemblies, signs, sign bridges, changeable message signs, vehicle impact attenuators (crash cushions and guardrail end treatments) and traffic signals, where such damage is caused by (a) motor-vehicle, seacraft or aircraft that are not being operated by Contractor; (b) railroad-train collision (c) vandalism; (d) Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of natures; or (e) Acts of Governmental Authorities.

Upon completion of all work provided for in the Contract Documents for any individual limits, control or project, the Observer may make an inspection, and if the Work is found to be satisfactory, the Contractor will be released from further maintenance on that portion of

the Work, except for damage caused by the Contractor or its operations. Such partial acceptance must be made in writing and shall in no way void or alter any terms of the Contract Documents. Other specific units of the Project will be accepted on an individual basis when shown on the plans or as approved, in writing, by the Observer.

3.05 Protection Against Accident to Employees and the Public

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall, except where incompatible with federal, state, or municipal laws or regulations, be guarded in accordance with the “Manual of Accident Prevention in Construction” of the Associated General Contractors of America. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of anyone, whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of the Work, the Contractor shall send a written report of such accident or other event to the County and the Observer, setting forth a full and concise statement of the facts pertaining thereto. Such statement shall include a written recordation of the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining of medical reports and other documentation that defines the event. The Contractor shall also provide to the County a copy of any and all accident reports received from safety officials or agencies. Copies of such documentation shall be provided to the County and the Observer for their records. The Contractor shall also immediately send the County and the Observer a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor’s performance of the Work.

3.06 Performance and Payment Bonds

Unless otherwise specified, it is further agreed by the parties to the Contract Documents that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred (100%) percent of the total Contract Price, on forms acceptable to County, guaranteeing faithful performance of the Work and the fulfillment of any guarantee required, and further guaranteeing payment to all persons supplying labor and materials or furnishing Contractor with any equipment in the execution of the Work subject of the Contract Documents. It is agreed that the Contractor shall have no rights under the Contract Documents until such performance and payment bonds are furnished to and approved by the County.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the Work subject of the Contract Documents, and no extra payment for such bonds will be made by the County.

Each bond shall be executed by a corporate surety or corporate sureties, with an A.M. Best rating of "B" or better, duly authorized to do business and to issue surety bonds in the State of Texas. If any surety upon any bond furnished in connection herewith becomes insolvent, or otherwise not authorized to do business in this state, the Contractor shall promptly furnish equivalent security to protect the interests of the County and of persons supplying labor, materials and equipment in the prosecution of the Work subject of the Contract Documents. Furthermore, the surety company underwriting the bonds must be acceptable to the County.

Each bond shall be accompanied by a valid Power of Attorney (issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating on the face of the Power of Attorney the limit, if any, in the total amount for which such agent is empowered to issue a single bond.

3.07 Protection of Adjoining Property

The Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken pursuant to the Contract Documents, from any damage or injury by reason of said process of construction; and the Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining property. **THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY, ARISING OR GROWING OUT OF THE PERFORMANCE OF THE WORK, BUT ANY SUCH INDEMNITY SHALL NOT APPLY TO ANY CLAIM OF ANY KIND ARISING SOLELY OUT OF THE EXISTENCE OR CHARACTER OF THE WORK.**

3.08 Protection Against Claims of Subcontractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies

THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ALL CLAIMS GROWING OUT THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY, MACHINERY PARTS, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK SUBJECT OF THE CONTRACT DOCUMENTS. When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to furnish such evidence to County's complete satisfaction, then the County may either pay directly any unpaid bills of which the County has written notice of, or may withhold from

the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payments to the Contractor shall be resumed in full in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligation upon the County by either the Contractor or its surety.

3.09 Protection Against Royalties or Patented Invention

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letter patent or copyright by suitable legal agreement with the patentee or owner. **THE CONTRACTOR SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT OR COPYRIGHT RIGHTS AND SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ANY LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE COUNTY SHALL DEFEND ALL SUCH SUITS AND CLAIMS AND SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR DESIGN, DEVICE, MATERIAL OR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED OR REQUIRED BY THE COUNTY; PROVIDED, HOWEVER, IF CHOICE OF ALTERNATE DESIGN, DEVICE, MATERIAL OR PROCESS IS ALLOWED TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL INDEMNIFY AND SAVE THE COUNTY HARMLESS FORM ANY LOSS ON ACCOUNT THEREOF.** If the material or process specified or required by the County is known by the Contractor to be an infringement, the Contractor shall be responsible for such loss unless it promptly gives such information to the County.

3.10 Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinance and regulations, which in any manner affect the Contract Documents or the Work, and **SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES, AND REGULATIONS WHETHER BY THE CONTRACTOR OR ITS EMPLOYEES, EXCEPT WHERE SUCH VIOLATIONS ARE CALLED FOR BY THE PROVISIONS OF THE CONTRACT DOCUMENTS.** If the Contractor observes that the plans and specifications are at variance therewith, it shall promptly notify the Observer, in writing, and any necessary changes shall be prepared as provided in the Contract Documents for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Observer, the Contractor shall bear all costs arising therefrom.

In case the County is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the County may enter into contract, shall be controlling and shall be considered as part of the Contract Documents to the same effect as though embodied herein.

3.11 Assignment and Subletting

The Contractor further agrees that it will retain personal control and will give its personal attention to the fulfillment of the Work strictly in accordance with the Contract Documents and that Contractor will not assign, by Power of Attorney or otherwise, or sublet any right or interest it may have under the Contract Documents without the written consent of the Observer, and that no part or feature of the Work will be sublet to anyone objectionable to the Observer or the County. The Contractor further agrees that the subletting of any portion or feature of the Work, or materials required in the performance of the Work, shall not relieve the Contractor from its full obligations to the County as provided in the Contract Documents.

3.12 Indemnification

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGE, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:

- (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON INCLUDING CONTRACTOR'S EMPLOYEES AND ANY SUBCONTRACTOR'S EMPLOYEES AND ANY SUB-SUBCONTRACTOR'S EMPLOYEES, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING CONTRACTOR'S PROPERTY (OTHER THAN THE WORK ITSELF) AND THE PROPERTY OF ANY SUBCONTRACTOR OF SUB-SUBCONTRACTOR INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,**
- (2) IS CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.**

THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE OBSERVER, THE ENGINEER, THE GEC, THE ENGINEER OF RECORD THEIR AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR THE APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS OR THE ISSUANCE OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE OBSERVER, ITS AGENTS OR EMPLOYEES, PROVIDED SUCH IS THE SOLE CAUSE OF THE INJURY OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST THE COUNTY, THE OBSERVER THE GEC OR THE ENGINEER OF RECORD OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.12 SHALL NOT BE

LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

3.13 Insurance

The Contractor at its own expense shall purchase, maintain and keep in force such insurance as will protect Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by itself or by any 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) Workman's compensation claims, disability benefits and other similar employee benefit acts;
- (2) Claims for damages because of body injury, occupational sickness or disease, or death of its employees, and claims insured by usual bodily injury liability coverages;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual bodily injury liability coverages; and
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

CERTIFICATE OF INSURANCE. Before commencing any of the Work, Contractor shall file with the County valid Certificates of Insurance acceptable to the County and the Observer. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County.

The Contractor shall also file with the County valid Certificates of Insurance covering all Sub-contractors of the Contractor.

3.14 Final Clean-up

Upon the completion of the Work and before acceptance and Final Payment will be made, the Contractor shall clean and remove from the site of the Work all surplus and discarded materials, temporary structures and debris of every kind. The Contractor shall leave the site of the Work in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site of the Work shall be disposed of at locations that are both satisfactory to the Observer and in accordance with the laws pertaining to the disposal of such surplus, debris and waste materials.

In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Observer may do so, or cause same to be done, at the

Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

4. Prosecution and Progress

4.01 Time and Order of Completion

It is the meaning and intent of the Contractor Documents, unless otherwise specifically provided, that the Contractor shall be allowed to prosecute its work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to the economy of construction; provided, however, that the order and the time of prosecution shall be such that the Work shall be substantially completed, as a whole and in part, in accordance with the Contract Documents and within the time of completion designated in the Contractor's bid or proposal; provided, however, when the County is having other work done on the same Project or an adjoining project, either by contract or by its own force, the Observer may direct the time and manner of constructing the Work done under the Contract Documents, so that conflict will be avoided and the construction of the various works and projects being performed for the County shall be harmonized.

Unless otherwise specified, the Contractor shall plan to begin work 10 calendar days from the authorization date to begin work as designated by the Notice to Proceed.

The Contractor shall submit, at such times as may reasonably be requested by the Observer, schedules which shall show the order in which the Contractor proposes to carry on the Work, the dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts.

Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

4.02 Extension of Time

Should the Contractor be delayed in the completion of the Work by any act or neglect of the County, the Observer or the Engineer of Record, or of any employee of either, or by other contractors employed by the County, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Observer shall decide justifies the delay, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Observer; provided, however, before the Observer may decide whether or not to allow such an extension of time, the Contractor must tender a prompt written request for an extension of time wherein the Contractor shall give the Observer a written description of the cause of such delay. Adverse weather conditions will not be justification for extension of time on "Calendar Days" contracts.

4.03 Hindrances and Delays

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of and for the convenience of the County) during the progress of any portion of the Work embraced in the Contract Documents. In case said work shall be stopped by the act of the County, then such expense, as in the sole judgment of the Observer is caused by such stoppage of said work, shall be paid by the County to the Contractor.

5. Measurement and Payment

5.01 Quantities and Measurements

No extra or customary measurements of any kind will be allowed. Rather the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided otherwise in the Contract Documents.

5.02 Estimated Quantities

The Contract Documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under the Contract Documents, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the proposals offered for the Work. It is understood and agreed that the actual amount of work to be done and material to be furnished under the Contract Documents may differ somewhat from these estimates.

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Work. For plans quantity measurement items, the estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications. If the actual quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized work done for payment purposes. The party requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in the Contract Documents. When quantities are revised by a change in design approved by the County, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

Where payment is based on the unit price method, the Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under the Contract Documents and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should

become as much as twenty-five percent (25%) more than or twenty-five percent (25%) less than the estimated or contemplated quantity for such items, then either party to the Agreement, upon demand, shall be entitled to revised consideration upon the portion of the Work above or below twenty-five percent (25%) of the estimated quantity.

A “Major Item” shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of the Contract Documents, as provided under Section 6.03 “Extra Work”.

5.03 Price of Work

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all of the Work by the Contractor, and on the completion of all of the Work and on the delivery of all material in full conformity with the specifications and stipulations contained in the Contract Documents, the County agrees to pay the Contractor the Contract Price that is set forth in the Agreement. The Contractor hereby agrees to receive such Contract Price in full for furnishing all material and all labor required for the Work, also for all expense incurred by Contractor, and for well and truly performing the same and the whole thereof in the manner with and in accordance to the Contract Documents.

5.04 Partial Payments

On or before the first Wednesday of each month, the Contractor shall submit to the Observer a statement showing the total value of the Work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site and to be included in the Work and all partially completed work whether bid as a lump sum or a unit item which, in the opinion of the Observer, is acceptable. The Observer shall either examine and approve by signature or modify and approve such modified statement.

The County shall then pay the Contractor, within 30 days of the statement submittal, the total amount of the approved statement, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until Final Payment, and further less all previous payments and all further sums that may be retained by the County under the terms of the Contract Documents and/or under state or federal law. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, then the County may, upon written recommendation of the Observer, pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor, at the County's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due Contractor under the contract subject to the terms and conditions stated in the Contract Documents.

- (1) When work progress is fifty percent (50%) complete, as determined by the value of the work completed to date against the original or revised contract amount, whichever is greater, the County may reduce the amount retained to five percent (5%) of the value of all work satisfactorily complete to date, including the value paid for materials on hand, provided, in the sole opinion of the Observer, the Contractor is making satisfactory progress toward completion of the project in a timely manner and there is no other cause to retain a greater percentage.
- (2) Upon issuance of the NOTICE OF SUBSTANTIAL COMPLETION and agreement to final project quantities, the percent retained may be further reduced, at the discretion of the Engineer and the Observer, to two percent (2%) of the total value of all work completed to date. This amount shall be retained until Final Payment and close out of the project.

5.05 Punch List

The Contractor shall notify the Observer in writing when, in the Contractor's opinion, the Work has been "Substantially Completed" and when so notifying the Observer, the Contractor shall furnish to the Observer, in writing, a detailed list of unfinished work, also known as the Punch List. The Observer will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

5.06 Final Completion and Acceptance

The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Observer written notice that the Punch List has been completed, the Observer shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contract Documents, the Observer shall issue to the Contractor its Certificate of Completion. In the event the Punch List has not been completed, the Observer shall advise the Contractor, in writing, of the Observer's basis for deeming the Punch List incomplete. Following the Contractor's receipt of the Observer's notice that the Punch List is incomplete, the Contractor shall complete the remaining items prior to the expiration of the above referenced specified time period for completion of the Punch List items. Upon satisfactory completion of the Punch List and the issuance of the Certificate of Completion, it shall be the Contractor's responsibility to submit the contract close-out documents, which shall include the record drawings, maintenance bond and Affidavit of All Bills Paid, and thereupon it shall be the duty of the County to issue a Certificate of Acceptance (Final Acceptance) to the Contractor.

5.07 Final Payment

Upon the issuance of the Notice of Substantial Completion, the Observer shall proceed to make final measurements and prepare final statement for the value of all work performed and materials furnished under the terms of the Contract Documents and shall certify same to the

County, and, then, Final Payment shall be made to the Contractor. At the County's sole discretion, this payment may include payment for work remaining to be performed in association with the removal of temporary erosion controls or the establishment of permanent stabilization measures. On or after the 30th day, and before the 35th day after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract Documents shall be paid. Neither the Certificate of Acceptance nor the Final Payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

5.08 Payments Withheld

The County may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied or other obligations hereunder not completed.
- (b) Claims filed or reasonable evidence indicating the probable or potential filing of claims.
- (c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d) Damage to the County or another contractor's work, material or equipment.
- (e) Reasonable doubt that the Work can be completed for the unpaid balance of the contract amount or Contract Price.
- (f) Reasonable indication that the Work will not be completed within the contract time.
- (g) Other causes affecting the performance of the Work subject of the Contract Documents.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the County, which will protect the County in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 Delayed Payments

Should the County fail to make payment to the Contractor of the sum named in any partial or final statement, when such payment is due, then the County shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. County's payment of the amount due plus said interest shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not constitute, on the part of the County, a breach under the Contract Documents, nor shall it serve as an abandonment by the County. Furthermore, any delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not, to any

extent or for any time, relieve the Contractor of its obligations to fully and completely perform pursuant to the terms of the Contract Documents.

6. Extra Work and Claims

6.01 Change Orders

Without invalidating the Agreement or any terms of the Contract Documents, the County may, at any time or from time to time, order additions, deletions or revisions to the Work. Any such additions, deletions or revisions to the Work may only be effectuated and authorized by written Change Order. The said written Change Order shall be prepared by the GEC for execution by the County and the Contractor. The Change Order shall set forth the basis for any change in Contract Price, as hereinafter set forth in Section 6.03, Extra Work, and for any change in contract time which may result from the change.

In the event the Contractor shall refuse to execute a Change Order which has been prepared by the GEC and executed by the County, the GEC may, in writing, instruct the Contractor to proceed with the Work as set forth in the Change Order and the Contractor shall thereafter proceed with such work. The Contractor may make claim against the County for Extra Work involved under the Change Order, as hereinafter provided.

6.02 Minor Changes

The Observer may authorize minor changes in the Work which are not inconsistent with the overall intent of the Contract Documents and which do not involve an increase in Contract Price. If the Contractor believes that any minor change or alteration authorized by the Observer involves Extra Work which entitles it to an increase in the Contract Price, the Contractor shall make written request to the Observer for a written Field Order. For purposes of this section, a "Field Order" shall mean the Contractor's cost proposal for the Extra Work that the Contractor believes would increase the Contract Price.

In such case, the Contractor, by copy of its communication to the Observer or by separate writing, shall advise the County of its request to the Observer for a written Field Order. The Contractor's notice to the County shall inform the County that the work subject of the written Field Order may result in an increase in the Contract Price.

Any request by the Contractor for a change in Contract Price shall be made prior to commencing the work covered by the proposed change.

6.03 Extra Work

It is agreed that the basis of compensation to the Contractor for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by the unit prices upon which the Work and Project was bid to the extent such work can be fairly classified within the various work item descriptions. For work that cannot be fairly classified within the said various work item descriptions, the basis of compensation to the Contractor

for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)

By agreed unit prices; or

Method (B)

By agreed lump sum; or

Method (C)

If neither Method (A) nor Method (B) is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the Work, plus fifteen percent (15%).

In the event said Extra Work is performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the Contractor of all workmen, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on performance and payment bonds and maintenance bonds, public liability and property damage and workers' compensation, and all other insurance as may be required by any law or ordinance, or directed or agreed to by the County. The Observer may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the Observer. The Observer or the County may also specify, in writing before the Extra Work commences, the method of doing the Extra Work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of Equipment ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the Contractor's camp or field office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered, in writing, by the Observer. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in

the construction time, Contractor shall make written request to the Observer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the Observer insists upon its performance, the Contractor shall proceed with the Work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

6.04 Time of Filing Claims

The County and Contractor hereby agree and acknowledge that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Observer within thirty (30) days after the Observer has given any directions, order or instruction to which the Contractor desires to take exception. The Observer shall reply within thirty (30) days to such written exceptions by the Contractor and render the Observer's final decision in writing. In case the Contractor should appeal from the Observer's decision, the Contractor may file with the County its objection. It is further agreed that the acceptance by the Contractor of the Final Payment shall serve as a bar to any claims that the Contractor may have for matters arising prior to or after the Contractor's acceptance of the Final Payment.

6.05 Continuing Performance

The Contractor shall continue performance of the Work during all disputes or disagreements with the County. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the County may otherwise agree in writing.

7. Abandonment of Contract

7.01 Abandonment by Contractor

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from either the County or the Observer, or if the Contractor fails to comply with the orders of the Observer when such orders are consistent with the Contract Documents, then and in such case where performance bonds exist, the appropriate sureties on these bonds shall be provided with a notice of abandonment and notice for completion whereby (i) the sureties are notified of the Contractor's abandonment or Contractor's failure or refusal to resume work; and (ii) the sureties are directed to complete the Work. A copy of the notice of abandonment and notice for completion shall be delivered to the Contractor.

After receiving a copy of the above described notice of abandonment and notice for completion, the Contractor shall not remove from the Project any machinery, equipment, tools, materials or supplies that then currently exist on the Project site, but the same, together with any materials and equipment under contract for the Work, may be held for use on the Project by the County or the surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims, herein), it being understood that the use of such

equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no performance bond provided or in case the surety should fail to commence compliance within ten (10) days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

- (1) The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County, or
- (2) The County, under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the area of the location of the Project, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in the Contract Documents. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under the Contract Documents, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under the Contract Documents, the Contractor and/or its surety shall be credited therewith.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 5.06 herein above, shall be issued. A complete itemized statement of the contract accounts, certified by the Observer as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of the Contract Documents, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of the Contract Documents, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in the Contract Documents. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the Project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

7.02 Abandonment by the County

In the event that the County should fail, within ten (10) days after receiving written notification from the Contractor, to comply with the terms of the Contract Documents, then the Contractor may suspend or wholly abandon the Work, and may remove therefrom all machinery, tools and equipment, and all materials on the Project site that have not been included in payments to the Contractor and have not been wrought into the Work. Thereupon, the Observer shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor (at the prices stated in the Contract Documents), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of the Contract Documents. The Observer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the County and all other sums that may be retained by the County under the terms of the Agreement and the Contract Documents and the Observer shall certify same to the County who shall pay to the Contractor on or before thirty (30) days after the date of the Observer's certification.

8. Subcontractors

8.01 Award of Subcontracts for Portions of the Work

Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the contract, shall furnish to the Observer, in writing for acceptance by the County, a list of the names of the Subcontractors proposed for the principal portions of the Work. The Observer shall promptly notify the Contractor, in writing, if the County, after due investigation, has objection to any Subcontractor on such list and does not accept such Subcontractor.

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the County. The Contractor will not be required to contract with any Subcontractor or person or organization against whom the Contractor has a reasonable objection.

If the County refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

If the County requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Price shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.

The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by the County, unless the substitution is acceptable to the County.

8.02 Subcontractual Relations

All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- (1) preserve and protect the rights of the County, the Observer, the GEC and the Engineer of Record under the contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- (2) require that such work be performed in accordance with the requirements of the Contract Documents;
- (3) require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the Contract Documents;
- (4) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;
- (5) obligate each subcontractor specifically to consent to the provisions of this section.

A copy of all such signed subcontract agreements shall be filed by the Contractor with the Observer before the Subcontractor shall be allowed to commence work.

8.03 Payments to Subcontractors

The Contractor shall pay each Subcontractor, upon receipt of payment from the County, an amount directly based upon the value of the Work performed and allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to its subcontractors.

If the Observer fails to approve a payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay the Subcontractor, on demand made at any time after the Certificate for Payment should otherwise have been issued, for its work to the extent completed, less the retained percentage, if any.

The Observer may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

Neither the County, the Observer nor the Engineer shall have any obligation to pay or to see to the payment of any monies to such Subcontractor except as may otherwise be required.

9. Protection of Persons and Property

9.01 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

9.02 Safety of Persons and Property

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (1) all employees on the Work and all other persons who may be affected thereby;
- (2) all the Work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
- (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all 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 utilities.

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

All blasting, including methods of storing and handling explosives and highly inflammable materials, shall conform to federal, state, local laws and ordinances.

The following is a list of requirements in addition to federal, state, and local laws and ordinances:

- (1) The Contractor shall furnish the County with a Certificate of Blasting Insurance in the amount of \$300,000.00 for each contract, at least twenty-four (24) hours prior to using explosives. A blasting permit must be obtained from the appropriate jurisdictions at least five (5) days prior to use of explosives. If blasting is covered under the Contractor's General Insurance Certificate for each contract, a separate blasting certificate will not be required.
- (2) The following public utility companies and departments will be notified by the Contractor, on every occasion, at least twenty-four (24) hours prior to the use of explosives: Water and Wastewater, Electric, Gas, Telephone and the County Engineering Department.
- (3) Explosive materials to be used shall be limited to blasting agents and dynamite, unless prior approval of other materials is obtained in writing from the Engineering Department.
- (4) During blasting, all reasonable precautions shall be taken to protect pedestrians, passing vehicles, and public or private property. Blasting mats or protective cover shall be used when required by the Observer, the permit, or by safe blasting practices.
- (5) All explosives shall be stored in accordance with all applicable laws and codes.
- (6) The Engineer or its representative shall have the right to limit the use of explosives and/or blasting methods which in its opinion are dangerous to the public or nearby property of any kind.
- (7) The Contractor, at its expense, shall promptly repair or replace all items known to be damaged as a result of blasting. All claims of damage shall be investigated by the County or by consulting firms approved by the County.
- (8) The Contractor shall maintain accurate records throughout the blasting operations showing the type explosive used, number of holes, pounds per hole, depth of hole, total pounds per shot, delays used, date and time of blast and initials of the Observer. The Contractor is fully responsible for all claims resulting from its blasting operation.

All damage or loss to any property referred to in this article caused, in whole or in part, by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be

remedied by the Contractor, except damage or loss attributable solely to faulty drawings or specifications or solely to the acts or omissions of the County its agents, employees, or representatives or anyone employed by either of them, and not attributable in any degree to the fault or negligence of the Contractor.

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

9.03 Location and Protection of Utilities

Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Project area. The Contractor shall exercise due care to locate and to mark, uncover or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas. Upon request, the County shall provide such information as it has about the location and grade of water, sewer, gas, and telephone and electric lines and other utilities in the Work area but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable. Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or it shall cause such damage to be repaired at its expense.

10. Termination

10.01 Termination by the County for Cause

Conditions for termination are as follows:

- (A) Without prejudice to any other legal or equitable right or remedy which it would otherwise possess hereunder or as a matter of law, the County shall be entitled, by giving Contractor five (5) days prior written notice, to terminate the Agreement in its entirety at any time:
 - (1) If the Contractor becomes insolvent, voluntarily files for bankruptcy, is the subject of an involuntary petition for bankruptcy commenced by its creditors, makes a general assignment for the benefit of creditors or becomes the subject of any other proceeding commenced under any statute or law for the relief of debtors; or
 - (2) If a receiver trustee or liquidator of any of the property or income of Contractor shall be appointed; or
 - (3) If Contractor:
 - (a) Shall fail to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; and shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County; or
 - (4) If Contractor:
 - (a) Shall commit a default under any of the terms, provisions, conditions, or covenants contained in the Contract Documents; and

- (b) Shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County.
- (B) In the event of County's termination for cause, Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the County may have against Contractor under other provisions of the Contract Documents or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.
- (C) If the Agreement is terminated for cause, the County shall have the right, but shall not be obligated, to complete the Work itself or by others; and to this end, the County shall be entitled to take possession of and use such equipment and materials as may be on the Project site, and to exercise all rights, options, and privileges of Contractor under its subcontracts, purchase orders, or otherwise; and Contractor shall promptly assign such rights, options and privileges to the County. If the County elects to complete the Work itself or by others, pursuant to the foregoing, the Contractor will reimburse the County for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by Contractor which fails to meet contract requirements.

Nothing contained in the preceding sections shall require the County to pay for any of the Work which is unsatisfactory, as determined by the Observer or which is not submitted in compliance with the terms of the Contract Documents. The County shall not be required to make any payments to Contractor when Contractor is in default under the Contract Documents.

This Article shall not constitute a waiver of any right, at law or at equity, which the County may have if Contractor is in default, including the right to bring legal action for damages or to force specific performance of the terms and conditions of the Contract Documents.

10.02 Termination for Convenience

In connection with the Work outlined in the Contract Documents, it is agreed and fully understood by Contractor, that the County may cancel or indefinitely suspend further work hereunder or terminate the Agreement for the convenience of the County, upon fifteen (15) days written notice to Contractor. In the event the County terminates the Agreement for convenience, it is hereby understood and acknowledged by the Contractor that immediately upon receipt of the County's notice of termination, all work and labor being performed under the Contract Documents shall cease. Contractor shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of the Contractor Documents for work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. However, no cost incurred after the effective date of the notice of termination shall be treated as reimbursable costs unless it relates to carrying out the un-terminated portion or taking closeout measures.

10.03 Obligations of Contractor Following Termination

After receipt of a notice of termination, whether such termination be for cause or convenience, Contractor shall, in good faith and to the best of its ability, do all things necessary to assure the efficient proper closeout of the terminated work (including the protection of County property). Among other things, the Contractor shall, except as otherwise directed or approved by the County:

- (1) Stop the Work on the date and to the extent specified in the notice of termination.
- (2) Place no further orders for subcontracts for services, equipment or materials, except as may be necessary for completion of such portion of the Work as is not terminated.
- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.
- (4) Assign to the County, in the manner and to the extent directed by it, all right title, and interest of Contractor under the orders or subcontracts so terminated; in which case, the County shall have the right to settle or pay any or all claims arising out of such termination of such orders and/or subcontracts.
- (5) With the approval of the County, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts.
- (6) Deliver to the County, all documents, property, plans, field surveys, maps, cross sections and other data, designs and work related to the Project, which shall become the property of the County upon termination. The delivery of such items shall be made in a reasonably organized form, without restriction on future use. Should the County subsequently contract with a new contractor for continuation of services on the Project subject of the Contract Documents, Contractor shall cooperate in providing information to the County and the new contractor.

11. Inspection and Audit

Contractor's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the contractor's work for the County. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by County or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

- (a) Contractor compliance with the Contract Documents,
- (b) compliance with County's business ethics policies,
- (c) compliance by other contractors or subcontractors with contracts with County or Contractor, and
- (d) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in County's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Project. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

The County or its designee shall be entitled to audit all of the Contractor's records for a period of three (3) years after final payment or a longer period if required by law.

Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to Subcontractors, Sub-Subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to County from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this section.

County's agent or its authorized representative shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, 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.

SECTION 12
SPECIAL CONDITIONS OF AGREEMENT

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SPECIAL CONDITIONS

I. County

Williamson County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

Purchasing Department
Williamson County
901 South Austin Avenue
Georgetown, TX 78626

County Engineer
Williamson County
3151 SE Inner Loop
Georgetown, TX 78626

II. Program Manager

Prime Strategies, Inc. is the County's Program Manager for the Project. The Program Manager represents the County and oversees the planning, design, review, and coordination of the design and construction phases of the Project.

III. General Engineering Consultant (GEC)

HTNB Corporation is the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the project, including oversight of the construction engineering and inspection services performed on the Project.

IV. The Construction Observer

Williamson County or Representative is the "Construction Observer" referred to herein and in the Contract Documents. The Construction Observer will be responsible for performing construction observation services on the Project.

V. Engineer of Record

HDR Engineering, Inc. is the County's design professional, who shall provide professional engineering services as defined in the Texas Government Code Chapter 2254, Subchapter A, and referred to as the "Engineer of Record" in the "General Conditions of Agreement" contained in the Contract Documents. Nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer of Record and the Contractor.

VI. Insurance

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under the Contract Documents, in compliance with the following:

Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the Agreement and prior to Final Completion, the Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the County. Certificates of each policy shall be delivered to the County before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the County. Prior to the effective date of cancellation, Contractor must deliver to the County a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated herein. Coverage shall be of the following types and not less than the specified amounts:

- (a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability insurance of not less than \$500,000 for each accident, \$500,000 disease--each employee, \$500,000 disease-policy limit.
- (b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$600,000
Each Occurrence	\$600,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with County.

- (c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. County and Project Engineer shall be named as additional insured.

Policy Endorsements and Special Conditions

- (a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
 - (1) name the County, the Program Manager, the County's Representatives, the Construction Observer and the Engineer of Record as an additional insured as to all applicable coverage;
 - (2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
 - (3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
 - (4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
 - (5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
 - (6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- (b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
 - (1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
 - (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
 - (3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (c) Contractor agrees to the following:
 - (1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all

- parties to the Agreement and be primary coverage for all losses covered by the policies;
- (2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;
 - (3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and
 - (4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under the Contract Documents may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The Contractor shall furnish the County with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by the Contract Documents.

VII. Record ("As-Built") Drawings

The Contractor shall mark all changes and revisions on all of its copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to Final Acceptance and Payment, the Contractor shall submit to the Construction Observer one set of its working drawings, dated and signed by the Contractor and its project superintendent and labeled as "As-Built", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including, but not limited to valves, fire hydrants and manholes. These as-built drawings shall be forwarded to the GEC and then to the County and become the property of the County. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

VIII. Limit of Financial Resources

The County has a limited amount of financial resources committed to this Project; therefore, it shall be understood by Contractor that the County may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of the Project, the County reserves the right to omit any

work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

IX. Limits of Work and Payment

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Observer.

X. State Sales Tax

On a contract awarded by a governmental entity for the construction of a publicly-owned improvement in a street right-of-way or other easement which has been dedicated to the public and to the an Organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, the Contractor can probably be exempted in the following manner:

The Contractor may buy tax-free any materials incorporated into the project by issuing a resale certificate in lieu of paying the sales tax at the time of purchase. The Contractor may then accept an exemption certificate from the City for the materials.

Even with a separated contract, the rental of equipment and the purchase of items which do not ultimately become part of the physical structure will still be subject to state and local sales taxes.

XI. Completion of Work on Time

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of Section 4.02 of the General Conditions, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Specification 000-2332 per calendar day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **40** calendar days. This separate time period shall be for completion of the Punch List, as set forth in Section 5.06 of the General Conditions, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth under Section 7.01 of the General Conditions, Abandonment by the Contractor. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

XII. Layout and Construction Stakes

All construction staking shall be performed by the Contractor at the Contractor's expense.

XIII. Safety

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

XIV. Maintenance Bond Term & Amount

The required Maintenance Bond amount for this Project shall be twenty percent (20%) of the total amount bid and the bond period shall be two years from date of acceptance of completion, as noted on the Certificate of Completion.

XV. Safety Restrictions - Work Near High Voltage Lines

The following procedures shall be followed for work near high voltage lines on the Project.

- (a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".
- (b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.
- (c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.
- (d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

XVI. Erosion Control

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the Project construction. Upon completion of construction and before the Construction Observer issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without

change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Observer shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

XVII. Discovery of Hazardous Materials

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

XVIII. Submittals – Certificate of Compliance

The Contractor shall submit to the Construction Observer a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

XIX. Unavailability of Materials

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

XX. Traffic Control

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

XXI. Temporary Traffic Handling Devices

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Observer.

The Construction Observer shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

XXII. Roadway Signs

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

XXIII. Project Signs

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering to include: Williamson County Road Bond Program, County Tax Dollars at Work, with the Williamson County Seal, the Project's name, and a brief description relating to the estimated date of completion, contact phone number, website address and the appropriate Williamson County Commissioner's name and precinct number. For more information, contact "Quick Signs" at (512) 251-5517. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling".

XXIV. Permits

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404

permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

XXV. Landscape Restoration

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

XXVI. Existing Fencing

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

XXVII. Easements

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

XXVIII. Limits of Contractor's Operation

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

XXIX. Maintenance of Pedestrian Walkways

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

XXX. Spoil

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Observer. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

XXXI. Materials Testing

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense, and shall be performed in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A.

Quality Assurance sampling and testing for acceptance may be required for quality assurance of used materials as directed by the Construction Observer or the County. The cost of such tests will be incurred by the County and coordinated by the Construction Observer through funds made available to the Construction Observer under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Contractor shall furnish for review by the Construction Observer, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization necessary to produce an end product which complies with the contract documents. The Contractor will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of

inspection staffing, materials handling and control, and testing deemed necessary to measure and control quality as specified by the contract documents.

XXXII. Pre-Construction Conference

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

XXXIII. Weight Tickets

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

XXXIV. Confined Space Entry Program

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

XXXV. Tree and Plant Protection

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Observer, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above existing grade level to determine cross section area in square inches. Assessment for damage will be \$27.00 per square inch.

Shrubs and Grass Areas: An initial fine of \$1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This

disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of \$8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Observer shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

- (1) Compaction of root area by equipment, vehicles or material storage;
- (2) Trunk damage by moving equipment material storage, nailing or bolting;
- (3) Strangling by tying ropes or guy wires to trunks or large branches;
- (4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
- (5) Cutting of roots by excavating or ditching;
- (6) Damage of branches by improper pruning;
- (7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
- (8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
- (9) Do not cut roots 1-1/2" in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

- (1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
- (2) Pruning will be performed by County.

XXXVI. Prosecution and Progress

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the

allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

- (1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
- (2) Assure coordination of the efforts of the Contractor, County, Program Manager, Construction Observer, utilities and others that may be involved in the Project;
- (3) Assist the Contractor, County, Program Manager and Construction Observer in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
- (4) Assist the County, Program Manager and Construction Observer in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

Type B Schedule:

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). The Contractor shall create and maintain the schedule using the latest version, at the time of the award of the Project, of Primavera System, Inc. Primavera Project Planner or Suretrak Project Scheduler computer scheduling software, except when a general note requires otherwise. Microsoft Project will not be acceptable. No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

- (1) Personnel. The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Observer or Program Manager.
- (2) Schedule. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the

work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the County, Program Manager, or Construction Observer; concise description of the Work represented by the activity; and activity durations in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager or Construction Observer. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type. If allowed and if the Contractor chooses to use Suretrak Project Manager to create the schedule, the Contractor shall not use the independent activity type. This would cause the schedule to be incompatible with Primavera Project Planner.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

“Total float” is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project's completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule on diskette or CD-ROM.

The schedule shall encompass the time from the start of the Contract Time to the Project's Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

- (3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Observer or County authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

- (4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project

Schedule update shall be submitted on the first working day of each month. The Contractor shall meet with the Construction Observer or County authorized personnel each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:

- a) Electronic copy of the updated schedule including revisions and changes on diskette or CD-ROM.
 - b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.
- (5) Project Schedule Revisions. If the Contractor desires to make major changes in the Project Schedule, the Contractor shall notify the County or Construction Observer in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Observer.

Major changes are hereby defined as those that may affect compliance with the requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

- (6) Time Impact Analysis. The Contractor shall notify the County or Construction Observer when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Observer by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Observer a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Observer the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Observer may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Observer or Program Manager shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

XXXVII. Sanitary Provisions

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

XXXVIII. Work Near Railroads

(A) General.

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

(B) Temporary Crossings.

If a temporary crossing is needed, obtain permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic.

Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor's expense.

SECTION 13
TECHNICAL SPECIFICATIONS

GENERAL NOTES: Revised January 7, 2016**Basis of Estimate**

Item	Description	**Rate	Basis	Quantity
160	Topsoil	1 CY/7 SY	59,327 SY	8,475 CY
162	Mulch Sod	1 CY/6 SY	0 SY	0 CY
164	Seed for Erosion Control (Item 164)(Temp) (Item 164)(Perm)	4840 SY/AC 4840 SY/AC 4840 SY/AC	59,327 SY	12.26 AC
**166	Fertilizer (13-13-13)	1/8 LB/SY	59,327 SY	7,416 LB
168	Vegetative Watering (Item 162) (Item 164)(Temp) (Item 164)(Perm)	20 GAL/SY 10 GAL/SY 20 GAL/SY	59,327 SY 59,327 SY 59,327 SY	1,187 MG 593 MG 1,187 MG
**204	Sprinkling (Dust) (Item 132) (Item 247)	30 GAL/CY 30 GAL/CY 30 GAL/CY	19,925 CY 11,273 CY	598 MG 338 MG
**210	Roll (Flat Wheel) (Item 247) (Item 316)	1 HR/200 TON 1 HR/6000 SY	20,088 TON 27,048 SY	101 HR 5 HR
**210	Roll (Tamping) (Item 132)	1 HR/200 CY	19,925 CY	100 HR
**210	Roll (Heavy Tamp) (Item 132)	1 HR/200 CY	19,925 CY	100 HR
**210	Roll (Lt Pneu Tire) (Item 132) (Item 247)	1 HR/500 CY 1 HR/200 TON	19,925 CY 20,088 TON	40 HR 101 HR
247	FL BS (CMP IN PLC) (TY A GR 4)	3564 LB/CY	11,273 CY	20,088 TON
310	Prime Coat (MC-30 or AE-P)	0.20 GAL/SY	28,155 SY	5,285 GAL
316	HMAC Underseal (Item 316-6193) (Item 316-6005)	1 CY/150 SY 0.25 GAL/SY	33,750 SY 33,750 SY	225 CY 8,424 GAL
341	Dense-Graded Hot-Mix Asphalt TY B PG 64-22 TY C PG 76-22	115 LB/SY/IN 115 LB/SY/IN	26,091 SY 26,091 SY	6,118 TON 4,077 TON

** For Informational Purposes Only

MODIFIED STANDARDS

The following standard detail sheet or sheets have been modified:

None

GENERAL

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed shall be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Construction Observer.

Protect all areas of the right of way, which are not included in the actual limits of the proposed construction areas, from disturbance. Restore any area disturbed because of the Contractor's operations to a condition as good as, or better than, before the beginning of work at no cost to the state.

Damage to existing pipes and SET's due to Contractor operations shall be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

The Project Superintendent will be capable of speaking English and will be available to contact (at all times when work is being performed, including subcontractor work. The Superintendent will be available and on-call 24 hours a day.

Coordinate and obtain approval from the Construction Observer for all bridgework over existing roadways.

Measure all minimum vertical clearances for all structures (including, but not limited to, signal mast arms, span wires, and overhead sign bridge structures) within the limits of the project for all roadway alignments in all directions of travel. Coordinate with the Construction Observer to take these measurements and obtain prior to opening roadways to traffic unless otherwise approved. The Construction Observer will report all minimum vertical clearance information on State maintained roadways to the Austin District Permit Office.

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) --- Construction Division's (CST) materials producers list. See TxDOT website (www.txdot.gov) – Business with TxDOT > Resources > Materials Producer List – for list of pre-qualified manufacturers. No substitutions will be allowed for materials found on the list. Submit list of approved suppliers/materials from TxDOT website to show items are TxDOT approved. Submit this list with request for material approval.

Taylor ISD Driveway (DRIVE01) must be completed prior to opening Bill Pickett Trail to traffic.

ITEM 100 - PREPARING RIGHT OF WAY

Do not burn brush, unless otherwise approved.

Trim vegetation around signs and other obstructions. Consider subsidiary to pertinent Items.

Use hand methods or other means to remove objectionable material and obstructions, if doing work by mechanical methods is impractical. Consider subsidiary to the pertinent Items.

ITEM 110 & 132 – EXCAVATION & EMBANKMENT

Unsuitable material encountered in a cut or fill section will be considered waste. The Construction Observer will define unsuitable material. Material, which the Contractor might deem to be unsatisfactory or unsuitable, due to moisture content, will not be considered unsuitable material, unless otherwise approved.

Obtain approval of all compaction equipment prior to all backfilling and embankment operations.

ITEM 132 – EMBANKMENT

The underlying layer or existing subgrade must be prepared and inspected prior to placement of the embankment. Proof roll the pavement area according to Item 216 prior to placement of embankment or subsequent layers. Payment for proofrolling will be subsidiary to the various bid items of the contract.

Correct unstable material (e.g. dry, wet, loose, etc.) to a depth of 6 inches below existing grade. This work will be considered subsidiary to pertinent bid items. Drying required deeper than 6 in. below existing grade will be paid for in accordance with Item 6.03., “Extra Work”. However, there will be no payment to correct failures in the subgrade areas that were constructed under this contract.

ITEM 132 – EMBANKMENT TY B

Embankment shall be ordinary compaction Type B.

The Construction Observer must approve the embankment material before use on the project.

If delivery from offsite source is necessary, furnish embankment with a PI of less than 25 that does not contain sulfate contents greater than 3000 ppm.

Correct unstable material (e.g. dry, wet, loose, etc.) to a depth of 6 inches below existing grade. This work will be considered subsidiary to pertinent bid items. Drying required deeper than 6 in. below existing grade will be paid for in accordance with Item 6.03., “Extra Work.” However, there will be no payment to correct failures in the subgrade areas that were constructed under this contract.

Track ALL embankment slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes after rain events, as directed. Consider tracking of slopes to prevent erosion as subsidiary to the pertinent items.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to dumping of Flexbase or HMA CP. Consider subsidiary to the pertinent items.

Scarify and re-compact existing asphaltic/base sections, which are not called out to be removed in fill sections, where bottom of the proposed pavement structure is higher than and over the top of the existing asphalt surface, in order to reduce the possibility of a slip plane.

If embankment will be treated with lime, cement or other calcium based additives and placed directly beneath the pavement section, furnish embankment with a sulfate content less than or equal to 3000 ppm, determine by Tex-145-E based on preliminary tests and subsequent tests found necessary by the Construction Observer.

When subgrade materials contain sulfates, as determined by Tex-145-E, use the following table for treatment of material placed under the pavement structure.

Sulfate Content (SC, ppm.)	Action
SC < 3000 ppm.	Apply calcium-based additive as specified by the pertinent item.
3000 ppm. ≤ SC < 7000 ppm.	Perform a minimum of 7 days of mellowing and continuous water curing, in accordance to Department guidelines for soil treatment of sulfate-laden soils.
SC ≥ 7000 ppm.	Do not treat with calcium-based additives. Undercut to the specified depth and fill with select material or implement fly ash treatment as specified in the general notes for Item 265.

ITEM 160 – TOPSOIL

No sandy loam allowed. Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

ITEM 204 – SPRINKLING

Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

ITEM 216 - PROOF ROLLING

Correct and perform “Proof Rolling” retest at the Contractor’s expense, to the satisfaction of the Construction Observer, when initial “Proof Rolling” yields a failing result.

ITEM 247 - FLEXIBLE BASE

Furnish Type A material.

Furnish flexible base meeting Grade 4 requirements (see Table 1).

The following table will govern the acceptance of compaction on base courses, when compacted in multiple courses. Compaction requirements are in percent of maximum dry density as determined by (Tex-113-E). When compacting in a single course, compact to at least 100% of maximum dry density as determined by Tex-113-E.

Item	Material	All Roadways	
		Lift	Min Density
247	FL BS (CMP IN PLC)	1 st of 3 lifts 2 nd of 3 lifts (final lift)	95% 98% 100%

Table 1
Flexible Base Material Requirements Prior Cement Treatment

Property	Test Method	Grade 4
Master gradation sieve size	Tex-110-E	% Retained
2-1/2 in.		0
1-3/4 in.		0-5
7/8 in.		10-35
3/8 in.		35-65
No. 4		45-75
No. 40		70-90
Liquid limit, %max. ¹	Tex-104-E	35
Plasticity index, max. ¹	Tex-106-E	10
Wet Ball mill, %max	Tex-116-E	40
Wet ball mill, % max. increase passing the No. 40 sieve.		20

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to placing Flex Base. Consider subsidiary to the pertinent Items.

Complete all subgrade, ditches, slopes, and place all drainage structures to conform to required lines, grades, and cross-sections, as shown and directed, prior to the placement of Flex Base.

For Flex Base placed over the box culverts, do not use a Vibratory Roller to compact the material.

ITEM 260 - LIME TREATMENT (ROAD-MIXED)

Apply Commercial Lime Slurry as directed or as indicated in the plans and specifications.

Measure the sulfate content, in accordance to Tex-145-E, for subgrade soil to be treated.

If the sulfate content is less than or equal to 3000 ppm, apply, mix, and mellow the subgrade soil with lime slurry in accordance to the standard specification. Hydrated lime or lime slurry can be used when the sulfate content is below 3000 ppm.

If the sulfate content is greater than 3000 ppm., but less than or equal to 7000 ppm., perform the following after applying and mixing lime slurry into the subgrade:

- Apply an additional 4 percentage points of moisture above optimum moisture
- Mix in the additional moisture
- Allow the mixture to mellow at least 7 days

Use lime slurry when sulfate content is greater than 3000 ppm, but less than or equal to 7000 ppm.

ITEM 310 – PRIME COAT

Apply blotter material to all driveways and intersections.

Use bituminous material of the type AE and grade P.

Any oil or asphaltic material being paid for on the project shall use tank strap method as shown in TxDOT Seal Coat and Surface Treatment Manual 2010-1.

Provide Construction Observer with current Distributer Certification confirming calibration of asphalt measurement equipment.

Apply Prime to finished flex base surface at the rate shown in the plans. Hot mix can be applied to the primed surface of flex base after the prime has penetrated and cured for a minimum of 36 hours depending on weather conditions or as approved by the Construction Observer. Provide the Construction Observer with a copy of the asphalt deliver ticket prior to application.

ITEM 341 (HMACP Testing)

The Contractor must sample asphalt binder, in accordance to the applicable item. Label the sample can with the corresponding CSJ, lot, and sub-lot numbers.

Samples must be stored in a common area where they are readily available to the County's representative at the plant. The Contractor will be responsible for supplying storage for all samples. Retain all asphalt samples until hot mix production is complete or directed otherwise.

When directed, the Contractor is responsible for disposal of all asphalt binder samples, in accordance to Local, State, and Federal regulations.

[Hot Mix Asphaltic Concrete (HMAC) Core Holes]

Refill and compact all HMAC core holes to the same elevation as the adjacent roadway. Use hot mix of the type being used in the project to fill core holes. As an alternative a high performance cold patching mix such as Rapid Cure Patching Mix meeting the requirements of DMS-9203 or Medium Cure Patching mix made with SCM meeting requirements of DMS-9202. Consider this work subsidiary to the pertinent Items.

Mill a transverse butt joint to transition from the new ACP to the existing surface tie-in. Make the transition a minimum of 50 feet H: 1 inch V slope ratio of newly placed ACP. Make the temporary joint, at the tie-in, a minimum of a 10 feet longitudinally and covering the entire

width. Sawcut existing pavement as directed. Prior to milling, core the existing pavement to determine its thickness. Do not proceed with milling until directed. Consider this work subsidiary to the pertinent Items.

ITEM 341 - DENSE-GRADED HOT-MIX ASPHALT

Contractor to submit for approval a current mix design (less than 6 months old) to the Construction Observer that meets the following requirements prior to use on the project.

PPA and REOBS are not allowed.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC "A" requirement.

Aggregates used on shoulders and ramps are required to meet SAC requirements.

Target laboratory molded density is 97% for all mixtures for TGC mixture designs.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Construction Observer for approval.

When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements ¹		
		Minimum # of Passes	Maximum Rut Depth (mm)²	Minimum Rut Depth (mm)^{2,3}
PG 64 or lower	Tex-242-F	7,000	12.5	3
PG 70	Tex-242-F	15,000	12.5	3
PG 76 or higher	Tex-242-F	20,000	12.5	3

1. The Construction Observer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.
2. Rut depth tested @ 122°F
3. Unless approved otherwise.

When using RAP and/or RAS:

Use of RAS is not allowed. When using RAP, include the management methods of processing, stockpiling, and testing of RAP in the QCP submitted for the project. Blending of RAP in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

RAP is not allowed for any surface mix applications.

No more than 20% RAP by weight of aggregate is allowed in any mix application.

Complete all roadways before final surface course placement, unless directed otherwise.

Ensure placement sequence to avoid excess distance of longitudinal joint lapback not to exceed one day's production rates.

Use a device to create a maximum 3H: 1V notched wedge joint on all hot mix joints of 2 in. or greater. Consider subsidiary to the pertinent Items.

Submit any proposed adjustments or changes to a job mix formula to the Construction Observer before production of the new job mix formula.

Tack every intermediate layer, unless otherwise directed. Do not dilute tack coat. Apply it through a distributor spray bar in accordance with Article 316.3.1 Distributor.

Submit thermal and segregation profiles as well as longitudinal joint densities on electronic forms provided by County to the Construction Observer.

When surface irregularities, as defined in Article 341.4.9.3.3.5, "Irregularities", are detected or measured, the Contractor must take immediate corrective action defined as the removal and replacement of a full lane width of the defective area using a paver to place new mix, unless otherwise directed. If there are multiple defective areas within a sub-lot, making up to 30% of the sub-lot by area, the Construction Observer will require the entire sub-lot be removed, unless directed otherwise.

Provide a minimum transition for all side streets of at least 12 feet and driveways of at least six (6) feet, unless otherwise shown on the plans or otherwise approved/directed.

ITEM 354 - PLANING AND TEXTURING PAVEMENT

Milling machines must be able to meet the longitudinal grade and cross slope required.

Remove the loose material from the roadway before opening to traffic.

Plane a full lane width before opening to traffic at the end of a work period.

Accomplish a 2-inch depth of planing and texturing in two passes. A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

Accomplish the 2 inch Planed Butt Joint only when there is at least 4 inches of existing thickness of ACP. Consider the determination of existing thickness of ACP as subsidiary to the various Items.

Taper planing at bridge ends as directed. Plane taper surfaces before placing HMA CP to allow a minimum of 1-inch surface course to abut the bridge ends.

Taper transverse faces at ends of passes as directed.

Make Transverse Tapers on each end of each pass using a minimum slope rate of 50 feet H to 1 inch V.

Retain ownership of planed materials.

Plane the designated areas and depths specified in the plans, including bridge decks, shoulders, and ramps, as required. Mill the pavement producing a final pavement surface with transverse pattern of 0.2 in. center to center of each strike area with difference no greater than 1/16 in. between the ridge and valley (RVD) measurement of the final milled surface. Construct a uniform finish free from gouges and ridges that does not vary more than 1/8 inch in width of the cut.

Use planning machine that is power-driven, self-propelled micro-milling equipment possessing the size and shape to allow traffic safe passage through areas adjacent to the work.

Also, ensure the micro milling equipment will be:

- Equipped with a cutting mandrel with carbide or equivalent tipped cutting teeth designed for micro-milling bituminous pavement full lane width to close tolerances.
- Capable of removing pavement to an accuracy of 1/16 in (1.6 mm) with a maximum tool spacing of 5/8 inches
- Equipped with grade and slope controls operating from a string line or ski and based on mechanical or sonic operation
- Furnished with a lighting system for night work, as necessary
- Provided with conveyors capable of side, rear, or front loading to transfer the milled material from the roadway to a truck

Prior to commencement of the work, construct a test section that is 1000 feet in length with a uniformly textured surface and cross section as approved by the Construction Observer to demonstrate compliance with the transverse pattern, cross slope, and RVD measurement requirements. Stop milling operation and submit a written plan of action detailing proposed steps to improve operations if any of these requirements are exceeded in the test section. If approved by the Construction Observer, construct another 1000 ft test section in a different area than the initial section using the approved corrective action. The second test section is subject to the same requirements as those required in the initial test section. Continual micro-milling is prohibited until an acceptable test section is obtained.

Ensure micro-milling methods produce a uniform finished surface and maintain a constant cross slope between pavement edges in each lane. Provide positive drainage to prevent water accumulation on the micro-milled pavement, as shown on the Plans or directed by the Construction Observer. The cross slope must be uniform with no depressions or slope misalignments greater than 1/4 per 12 ft. exit when the slope is tested with a straightedge placed perpendicular to the center line.

Bevel back the longitudinal vertical edges greater than 2 in (50 mm) produced by the removal process and left exposed to traffic. Bevel the vertical edges back at least 3 in for each 2 in (75 mm for each 50 mm) of material removed. Use an attached mold board or other approved method.

Taper the transverse edges 10 ft (3 m) to avoid creating a traffic hazard and to produce a smooth surface when removing material at ramp areas and ends of milled sections.

Protect with a temporary asphaltic concrete tie-in (paper joint) vertical edges at other areas such as bridge approach slabs, drainage structures, and utility appurtenances greater than 1/2 in areas left open to transversing vehicles. Place the temporary tie-in at taper rate of at least 6 to 1 horizontal to vertical distance. Do not micro-mill bridge joints. Damage due to micro-milling will be repaired at the Contractor's expense and to the satisfaction of the Construction Observer. Remove dust, residue, and loose milled material from the micro-milled surface. Do not allow traffic on the milled surface and do not place asphaltic concrete on the milled surface until removal is complete.

Measure the milled surface with a 10-foot straightedge at locations determined by the Construction Observer for quality acceptance and acceptance of test section of milling operation. Remove and replace any areas exceeding 1/8 inch RVD, as directed by the Construction Observer at no cost to the Department.

ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES

Cut pavements with the use of a saw as directed. Consider subsidiary to pertinent Items.

Obtain approval of all compaction equipment prior to all backfilling and embankment operations.

Backfill the bridge ends with cement stabilized backfill.

ITEM 416 - DRILLED SHAFT FOUNDATIONS

Stake all Foundations, for approval, before beginning drilling operations, as directed. Examples of types of foundations are Bridge Supports, Traffic Signal Pole Foundation, Roadway Illumination Assembly Foundations, Sign Support Locations, etc.

Remove spoils, daily, out of flood plain, or as directed.

ITEM 420 – CONCRETE SUBSTRUCTURES

Use Permanent Metal Deck Forms (PMDF) or prestressed concrete panels.

The "H" values shown on Bridge Layouts are estimated column heights. Calculate the actual column heights based on field conditions.

Perform work during good weather unless otherwise directed. If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by

subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

Prior to the completion of work, stencil the National Bridge Inventory (NBI) number (structure number) on each structure built/shown on this project, as directed. Verify with the Construction Observer that the NBI number, which is shown on each Bridge Layout, is the number to use. Stencil the NBI number in an approved location on each bridge. Consider subsidiary to the pertinent Items.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm water Event, as directed.

ITEM 425 & 441 PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS & STEEL STRUCTURES

Hold a Prephase meeting for the erection of concrete & steel members such as, Precast-Prestressed Concrete Beams, Precast-Prestressed Concrete Panels, and Structural Steel Beams, etc., prior to the work, as directed.

ITEM 432 – RIPRAP

Fibers for Concrete as defined in DMS-4550 will not be allowed.

Make all mow strip riprap four (4) inches, unless otherwise directed.

Additional riprap may be required, as determined by the Construction Observer, near the end of project completion, due to unanticipated erosion locations. Any additional, approved riprap will be paid under this Item.

Consider saw cutting of riprap as subsidiary.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm water Event, as directed.

ITEM 454 - BRIDGE EXPANSION JOINTS

Apply protection System II to structural steel armor joint.

ITEM 462 - CONCRETE BOX CULVERTS AND DRAINS

Provide Shop Drawings, signed and sealed by a Licensed Professional Engineer, for all precast box culverts. Indicate the appropriate design load as shown on the plans LRFD and the maximum design depth of fill.

Use cohesionless backfill material of aggregate size range of 3/8-inch to 1½-inch, for bedding material.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm water Event, as directed.

ITEM 465 – JUNCTION BOXES, MANHOLES AND INLETS

Curb Inlet heights (H) shown in plans are for contractor information. Curb & gutter at curb inlets should be constructed to match profile and cross slope of roadway.

Adjust inlet locations to the upstream side of driveways to accommodate driveway relocation.

Consider excavation and backfill, frames, grates, rings and covers subsidiary to pertinent Items.

Provide temporary drainage at each curb inlet and maintain until the final course of asphaltic concrete pavement is placed.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm water Event, as directed.

ITEM 466 - HEADWALLS AND WINGWALLS

Use Class C concrete for headwalls or wingwalls.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm water Event, as directed.

ITEM 467 - SAFETY END TREATMENT

Cut pipe ends, in the field, to match roadway side slopes, or as directed. Apply asphalt base aluminum paint to the cut ends.

All Type II SET's shall have mitered pipe ends and cast-in-place riprap aprons.

Use Class C concrete.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm water Event, as directed.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Unless otherwise approved, 1 lane in each direction shall remain open at all times.

Nighttime lane closures will be allowed from 8:00 PM to 5:00 AM, unless otherwise shown on the plans.

No Daytime Lane Closures will be allowed, unless otherwise shown on the plans or as directed by the GEC.

The GEC is the authority to approve additional lane closures, prior to any work.

Maintain a written record of documentation of "The Additional Approved Lane Closures."

Submit and secure concurrence, prior to the publication of any notices or placement of any traffic control devices for implementation of the traffic control plan, hereinafter called a Lane Closure Notice (LCN).

Present to GEC, an LCN for traffic control, which is proposed for implementation, a minimum of four (4) full working days preceding any proposed implementation date. Indicate the estimated date, time, duration, and location for the proposed work. As a part of the LCN submit a written description of the lane closure(s) depicting the proposed traffic control devices used, based on the appropriate plan sheet, TxDOT or TMUTCD standards, and an operational description of the work to be performed.

Present to GEC, LCN's proposed to detour traffic, a minimum of seven (7) full calendar days preceding any proposed implementation date.

Present to GEC, LCN's proposed for night work, a minimum of seven (7) full calendar days preceding any proposed implementation date.

Receive concurrence prior to LCN implementation.

Meet with the Construction Observer prior to roadway and lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Discuss contingency plans at that time. Consider inclement weather prior to implementing the lane closures.

Submit a cancellation of any lane closures, no later than noon on the day preceding the proposed work.

Coordinate Main Lane closures with adjacent projects.

Obtain prior approval for any Lane Closures of the mainlanes, which occur during peak hours. Maintain a minimum of 1 lane open, in each direction, at all times. This includes 'full' closures of the Roadway, unless otherwise directed.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 20 minutes). Have in place, a contingency plan of how this will occur.

Utilize Shadow Vehicle with Truck Mounted Attenuator for setup and removal of each lane closure.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the "setup," unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Incorporate and maintain a 3H: 1V safety wedge into the proposed construction for any roadway edge of 2 inches or greater adjacent to a roadway under traffic.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in enough numbers and combinations, as directed.

For Mainlanes use night-work and same-night remove-and-replace operations.

No closures will be allowed on the weekends, which include the following holidays: January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, December 25, Easter weekend, and the working day prior to or immediately after any of the aforementioned holidays. Unless otherwise approved, no closures will be allowed on the weekends of special events that could be impacted by the construction. Ensure all equipment, vehicles, workers, etc., associated with these closures are off the roadways and all lanes re-opened, at least, by noon of the Friday before these holidays and special events.

Maintain a minimum of 1 through lane in each direction, during the daylight hours, as directed.

ITEM 529 – CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER

Fibers for concrete as defined in DMS-4550 will not be allowed.

ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

Notify property owners a minimum of 48 hours in advance of beginning work on their driveways. Provide, to GEC, a list of each notification and contact prior to each closure.

Provide access, at all times, to adjacent property. Construct driveways one-half sections, to allow access.

Do not completely close driveways for reconstruction purposes, unless a reasonable alternate access exists to the property, as approved.

Place the Flex Base for the Driveways using Ordinary Compaction.

ITEM 540 - METAL BEAM GUARD FENCE

Before beginning the installation of the proposed MBGF, stake the locations for approval. Adjust the limits of the Metal Beam Guard Fence (MBGF) to meet field conditions, as directed, before erection.

Furnish new, round, domed and unpainted timber posts. Furnish steel posts at locations where the minimum embedment shown on the plans for wooden posts cannot be achieved. Field verify the steel post lengths before fabrication. Consider the steel posts subsidiary to pertinent Items.

Install all permanent MBGF and delineators, when the roadway is constructed in one-half widths, on that section, before opening the road to traffic.

Adjust existing rail as per plans and in accordance with the latest TxDOT standard. Removal, replacement, or installation of mow strip block out material will be subsidiary. Constructing new or backfilling, using class B concrete, unused mow strip block outs will be subsidiary

Provide Rail Elements that meet AASHTO M 180 TY I Galvanization (1.80 Oz per SY).

ITEM 585 - RIDE QUALITY FOR PAVEMENT SURFACES

Use Surface Test Type B Pay Adjustment Schedule 3 (1, 2, or 3) to evaluate ride quality of the travel lanes in accordance with Item 585, "Ride Quality for Pavement Surfaces."

ITEM 644 - SMALL ROADSIDE SIGN ASSEMBLIES

Fabricate all small signs not detailed on the plans in conformance with the latest edition of the "Standard Highway Sign Designs for Texas."

<http://www.txdot.gov/business/resources/signage.html>

ITEM 662 - WORK ZONE PAVEMENT MARKINGS

Notify the Construction Observer at least 24 hours in advance of removing existing striping and placing pavement markings & markers.

Apply markings during good weather unless otherwise directed. If markings are placed at Contractor's option, when inclement weather is impending, and the markings are damaged by

subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings if required.

Remove work zone pavement markings within 48 hours after permanent striping has been completed.

Foil backed pavement markings will not be allowed.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Reference existing channel islands, gores, and lane striping before commencing work. Provide referencing that will include a sketch of the layout to the Construction Observer. Obtain approval for placement of guidemarks from the Construction Observer before installing any permanent pavement markings. Consider subsidiary to the pertinent Items.

ITEM 672 - RAISED PAVEMENT MARKERS

Place the bituminous adhesive at a temperature range of 380°F to 390°F. Place the pavement marker on the bituminous adhesive within approximately 20 seconds after the adhesive is placed on the pavement. Ensure the pavement marker rests solely on the adhesive and not the pavement surface. Ensure that a minimum of 1/8 in. layer of bituminous adhesive remains between the pavement marker and the pavement surface.

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Remove and dispose of, off the right of way, any existing raised pavement markings before beginning surfacing operations. Remove the existing traffic buttons and pavement markers, daily, as work progresses and as directed. Consider subsidiary to the pertinent Items.

Grinding is not an acceptable method of stripe removal on final pavement surface.

Black paint will not be allowed, unless otherwise directed. Acceptable methods will be sand blasting (Blasting Method) or strip sealing (Surface Treatment Method).

BILL PICKETT TRAIL
WILLIAMSON COUNTY
GOVERNING SPECIFICATIONS
(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

< > REFERENCE ITEMS NOT USED ON THIS CONTRACT
() REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 - 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

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ITEM 666	RETROREFLECTORIZED PAVEMENT MARKINGS (316) (502) (662) (677) (678)
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ITEM 678	PAVEMENT SURFACE PREPARATION FOR MARKINGS (677)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION	002-WC1
SPECIAL PROVISION	002-WC2
SPECIAL PROVISION	002-WC3
SPECIAL PROVISION	000-2332
SPECIAL PROVISION 160 – WC 001	TOPSOIL
SPECIAL PROVISION 161 – WC 001	COMPOST
SPECIAL PROVISION 164 – WC 001	SEEDING FOR EROSION CONTROL
SPECIAL PROVISION 168 – WC 001	VEGETATIVE WATERING
SPECIAL PROVISION 500	MOBILIZATION
SPECIAL PROVISION 502	BARRICADES, SIGNS, TRAFFIC HANDLING

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL SPECIFICATION WC105-001	BIODEGRADABLE EROSION CONTROL LOGS
SPECIAL SPECIFICATION WC5001	GEOGRID BASE REINFORCEMENT

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Special Provision 002—WC1

Right Of Way Important Notice to Contractors



The Contractor's attention is directed to the fact that there may be some outstanding right of way acquisitions as of January 2016 required for the construction of this project. The County anticipates that these acquisitions will be completed as shown.

For the Contractor's information, the following is a list of all tracts of right of way required for the construction of the project. The Contractor is invited to review the outstanding acquisitions with the Engineer assigned to this project and listed in the "notice to Contractors." An extension of work time may be granted, as necessary, for delays caused by interference with acquisitions beyond the estimated dates of clearance.

The following right of way tracts are to be acquired as shown. The approximate location is based on the project centerline/baseline stationing.

PARCEL	OWNER	RT/LT OF CL	APPROX. LOCATION	ESTIMATED DATE OF ACQUISITION
3	Taylor Independent School District	RT/LT	From Sta. 26+53.58 to Sta. 32+07.39	April 1, 2016
5	William B. Bohls, Stephen F. Bohls	LT	From Sta. 57+40.22 to Sta. 59+38.25	March 1, 2016
6	Gregory R. Brinkmeyer, Vicki Lynn Brinkmeyer	LT	From Sta. 59+34.02 to Sta. 70+23.69	June 1, 2016
7	James E. Wolbrueck, David J. Wolbrueck, Susan J. Wolbrueck	RT	From Sta. 59+34.02 to Sta. 71+82.91	June 1, 2016

Special Provision 002—WC2

Utilities Important Notice to Contractors



The Contractor's attention is directed to the fact that there may be some outstanding utility adjustments as of January 2016 required for the construction of this project. The County anticipates that these utility adjustments will be completed as shown.

The Contractor is invited to review the outstanding utility adjustments with the engineer assigned to this project and listed in the "notice to Contractors." An extension of work time may be granted, as necessary, for delays caused by utility interference with this work.

The following utilities are to be adjusted by their owners and are to be completed as shown. The approximate location is based on the project centerline/baseline stationing.

OWNER	APPROX. LOCATION	DATE OF RELOCATION
City of Taylor Electric/Wilco Parks	Sta. 23+08 Lt. 60' to Sta. 24+02 Rt. 60' Crossing	March 26, 2016
Oncor	Sta. 25+79 Lt. 60' to Sta. 27+18 Rt. 60' Crossing	May 15, 2016

* Estimated

Special Provision 002—WC3

Environmental Permitting

Important Notice to Contractors



The Contractor's attention is directed to the fact that there may be some outstanding environmental permits as of January 2016 required for the construction of this project. The County anticipates that these permits will be acquired as shown.

The Contractor is invited to review the outstanding permitting requirements with the engineer assigned to this project and listed in the "notice to Contractors." an extension of work time may be granted, as necessary, for delays caused by environmental permitting interference with this work.

The following environmental reports and/or permits are to be completed or secured as shown.

PERMIT/REPORT	REQUIRED	NOT REQUIRED	DATE OF APPROVAL
Environmental Impact Statement		X	
Environmental Assessment	X		12/4/15
Categorical Exclusion		X	
Phase 1 Environmental Assessment		X	
Jurisdictional Waters Survey	X		12/4/15
Archaeological Investigations	X		12/28/15
Cultural Resources Survey	X		12/28/15
Karst Survey		X	
Habitat Assessment	X		12/4/15
Geological Survey		X	
Contributing Zone Plan		X	
Water Pollution Abatement Plan		X	
Air Quality Analysis		X	
Noise Quality Analysis		X	

* Estimated

Special Provision 000-2332

Schedule of Liquidated Damages



Table1
Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract
From More Than	To and Including	Administration Liquidated Damages per Working Day
0	100,000	570
100,000	500,000	590
500,000	1,000,000	610
1,000,000	1,500,000	685
1,500,000	3,000,000	785
3,000,000	5,000,000	970
5,000,000	10,000,000	1125
10,000,000	20,000,000	1285
20,000,000	Over 20,000,000	2590

SPECIAL PROVISION

160 – WC 001

TOPSOIL

For this project, Item 160, “Topsoil,” of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

1.1 DESCRIPTION

Furnish and apply topsoil as shown in the plans or as directed.

1.2 RELATED ITEMS

- A. Item 161-WC 001 “Compost”
- B. Item WC 101 “Soil Ripping”

1.3 MEASUREMENT

This item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard complete in place, or by the cubic yard in vehicles at the point of delivery.

1.4 PAYMENT

Unless topsoil is specified as a pay item, the work performed and materials furnished in accordance with this item will not be paid for directly but will be subsidiary to pertinent Items.

When topsoil is specified on the plans as a pay item, the work performed and topsoil furnished will be paid for at the unit price bid for “Furnishing and Placing Topsoil” of the depth specified on the plans (except for measurement by the cubic yard). This price is full compensation for securing necessary sources and royalties; furnishing topsoil; excavation, loading, hauling, stockpiling and placing; watering; rolling and equipment, labor, materials, tools and incidentals. Limits of excavation and embankment for payment are shown in Figure 1.

1.5 QUALITY CONTROL SUBMITTALS

- A. Submit one (1) pound sample of on-site stockpiled topsoil for approval.
- B. Submit imported topsoil and supplier information, including product composition, as well as a one (1) pound sample for approval.
- C. A statement that the on-site stockpiled topsoil has met the decomposition process.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Use easily cultivated, fertile topsoil, through fresh mining, that is free from objectionable material such as weed seeds, roots, rhizomes, or stolons, has a high resistance to erosion, and is able to support plant growth.
 - 1. Obtain topsoil from the right of way at sites of proposed excavation or embankment when specified on the plans, or as directed.
 - 2. Secure additional topsoil, if necessary, from approved sources outside the right of way in accordance with all applicable environmental laws, rules, regulations, and requirements. Ensure that the topsoil obtained from sites outside the right of way has a pH of 5.5 to 8.5.
 - 3. Topsoil is subject to testing by the Engineer.
 - 4. Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

PART 3 – EXECUTION

3.1 SEQUENCING

- A. Following removal of the existing vegetation from the site (if specified), excavate in specified areas and place in a stockpile on-site. Complete the decomposition process in stockpile prior to installation or use of topsoil at depths specified on plans. Install topsoil prior to installation of erosion control compost (ECC). Reference Item 161-WC 001, “Compost” for installation specifications.

3.2 CONSTRUCTION

- A. Installation
 - 1. Remove and dispose of objectionable material from the topsoil source before beginning the work.
 - 2. Place excavated topsoil in stockpiles no less than three (3) feet by three (3) feet by three (3) feet in size at designated locations along the right of way line or as directed.
 - 3. Keep source and stockpile areas drained during the period of topsoil removal and leave them in a neat condition when removal is complete.
 - 4. From June 1 to October 15, completely turn the stockpiled mulch once per month. Internal temperature of the material should be 120-140F. Stockpile should continue to be turned and remain at this internal temperature for no less than one (1) month before use.
 - 5. From October 16 to May 31, if the average outdoor temperature is below 75F, remove and discard the top six (6) inches of the stockpile. It is not necessary to turn the stockpile during this time period.
 - 6. Stockpiles should be surrounded by biodegradable erosion control logs to prevent run-off of material.
 - 7. Uniformly blend topsoil per “Compost” if specified as Compost Modified Topsoil (CMT). Reference “Compost” for installation specifications.
 - 8. For subsoils that are not compacted, scarify or break the surface of the soil with a flexible tine harrow one (1) to two (2) inches in depth. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil to no greater than 70-75% Proctor density. Soils compacted above the specified Proctor density must be ripped until they are within the desired percentages according to Item WC 101, “Soil Ripping.” Apply the topsoil to the ripped soil and work into the lower soil horizons with a harrow.

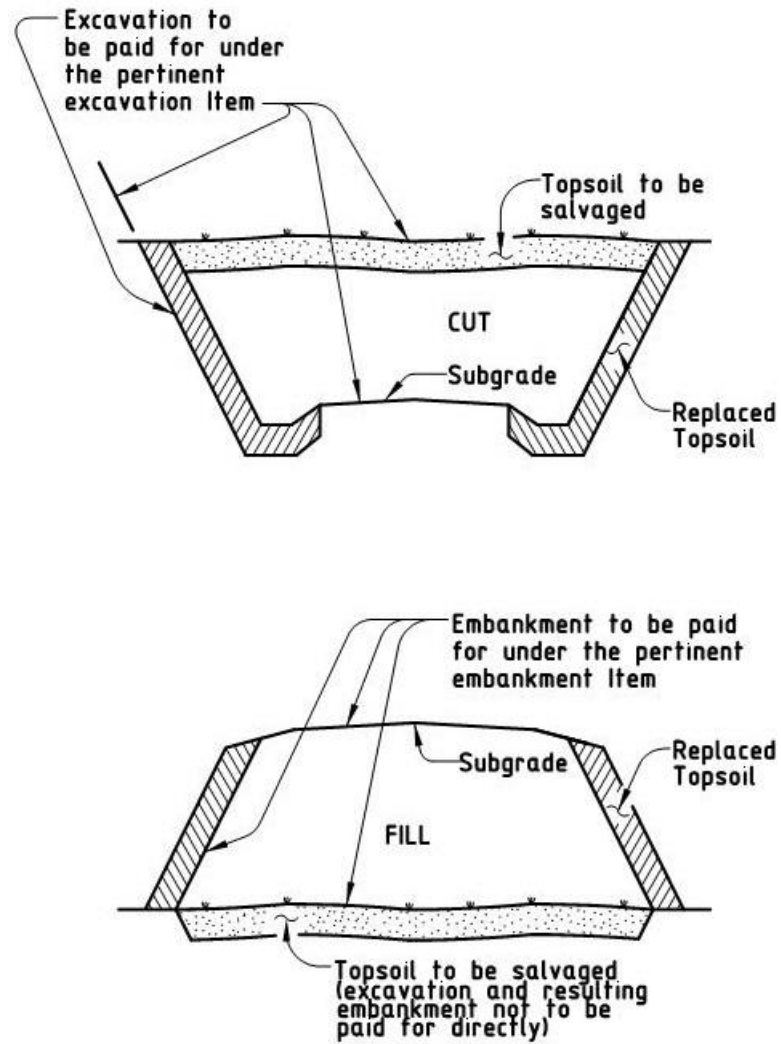


Figure 1
Roadway cross sections showing payment for excavation and embankment.

SPECIAL PROVISION

161 – WC 001

COMPOST

For this project, Item 161, “Compost,” of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

1.1 DESCRIPTION

Furnish and apply compost as shown in the plans or as directed.

1.2 RELATED ITEMS

- A. Item WC 102 “Mulch”
- B. Item WC 101 “Soil Ripping”
- C. Item 164-WC 001 “Seeding for Erosion Control”
- D. Item 160-WC 001 “Topsoil”
- E. United States Code of Federal Regulations (CFR), Title 40, Part 503 standards for Class A biosolids
- F. Texas Commission on Environmental Quality (TCEQ) health and safety regulations as defined in the Texas Administrative Code (TAC), Chapter 332, including the time and temperature standards in Subchapter B, Part 23
- G. USCC Seal of Testing Assurance (STA) program

1.3 MEASUREMENT

This item will be measured by the square yard or cubic yard.

1.4 PAYMENT

Unless compost is specified as a pay item, the work performed and the materials furnished in accordance with this Item will not be paid for directly but will be subsidiary to pertinent items.

When compost is specified on the plans as a pay item, the work performed and the compost furnished will be paid for at the unit price bid for “Compost Manufactured Topsoil” or “Erosion Control Compost” of the depth specified. This price is full compensation for furnishing materials, labor, equipment, maintenance, tools, supplies, and incidentals.

1.5 QUALITY CONTROL SUBMITTALS

- A. Prior to the delivery of the compost to the site, the following submittals are to be provided to the Owner’s representative for approval:
 - 1. A statement that the compost meets federal and state health and safety regulations.
 - 2. A statement that the composting process has met time and temperature requirements.
 - 3. A copy of the producer’s STA certification.
 - 4. A copy of the lab analysis, performed by an STA-certified lab, verifying the compost meets the materials requirements, for every 1000 c.y. of material. Test data should not be older than one (1) month old.
 - 5. The compost installation method.
 - 6. A copy of purchase receipt from approved vendor.
 - 7. A copy of the current TCEQ compliance statement signed by the facility manager when furnishing biosolids compost.
 - 8. A copy of the compost analysis from the compost supplier that lists NO₃, NH₄, and P levels (parts per million).

PART 2 – PRODUCTS

2.1 MATERIALS

A. Compost

1. Furnish compost that has been produced by aerobic (biological) decomposition of organic matter and meets the requirements set forth by the United States Department of Agriculture and the United States Composting Council (USCC), “Test Methods for Examination of Composting and Compost” (TMECC), shown in 2.1.A.2.
2. Physical Requirements for Compost:
 - a. Particle Size: 95% passing 5/8 in., 70% passing 3/8 in. in accordance with TMECC 02.02-B, “Sample Sieving for Aggregate Size Classification”
 - b. Heavy Metals: Pass in accordance with TMECC 04.06, “Heavy Metals and Hazardous Elements”
 - i. 04.06-As, Arsenic
 - ii. 04.06-Cd, Cadmium
 - iii. 04.06-Cu, Copper
 - iv. 04.06-Pb, Lead
 - v. 04.06-Hg, Mercury
 - vi. 04.06-Mo, Molybdenum
 - vii. 04.06-Ni, Nickel
 - viii. 04.06-Se, Selenium
 - ix. 04.06-Zn, Zinc
 - c. Soluble Salts: 5.0 max.* dS/m in accordance with TMECC 04.10-A, “1:5 Slurry Method, Mass Basis” (*A soluble salt content up to 10.0 dS/m for compost used in CMT will be acceptable)
 - d. pH: 5.5 – 8.5** in accordance with TMECC 04.11-A, “1:5 Slurry pH” (**A maximum pH of 9.5 will be acceptable for manure compost)
 - e. Maturity: greater than 80% in accordance with TMECC 05.05-A, “Germination and Root Elongation”
 - f. Organic Matter Content: 25-65%*** (dry mass) in accordance with TMECC 05.07-A, “Loss-On-Ignition Organic Matter Method” (***A minimum organic matter content of 10% will be acceptable for manure compost)
 - g. Stability: less than 0.5 mg CO₂ carbon/g compost carbon/day
 - h. Fecal Coliform: Pass in accordance with TMECC 07.01-B, “Fecal Coliforms”
3. Compost feedstock may include, but is not limited to, leaves and yard trimmings, biosolids, food scraps, food-processing residuals, manure or other agricultural residuals, forest residues, bark, and paper.
4. Compost shall be reasonably free (less than 1% by dry weight) of manmade foreign matter. The organic matter shall not possess objectionable odor and shall not resemble the raw material from which it was derived. Particle size shall meet the following additional specifications: maximum particle length 0.5”
5. Ensure compost does not contain any visible refuse, other physical contaminants, or any substance considered to be harmful to plant growth, as approved by the engineer. Do not use materials that have been treated with chemical preservatives as a compost feedstock or as wood chips.
6. Provide compost meeting all applicable United States Code of Federal Regulations (CFR), Title 40, Part 503 standards for Class A biosolids and Texas Commission on Environmental Quality (TCEQ) health and safety regulations as defined in the Texas Administrative Code (TAC), Chapter 332, including the time and temperature standards in Subchapter B, Part 23. Meet the requirements of the USCC Seal of Testing Assurance (STA) program. (TXDOT, 2004)
7. Compost shall be obtained from any of the following approved vendors (vendors that utilize static compost piling are preferred):
 - a. Organics by Gosh, Austin TX
512-276-1211
 - b. Garden-ville, Austin TX

- 1-888-655-6115
c. Geo Growers, Austin TX
512-892-2722
d. Soil Express, Prosper TX
972-347-2994

B. Compost Manufactured Topsoil (CMT)

CMT consists of blended compost, as specified in 2.1.A, and mineral soil. The Contractor shall determine the blend based on the compost supplier's nutrient analysis and the corresponding ratios in Table 1. The mineral soil should have a soil texture of less than 75% sand, and organic matter less than 2%. Measures must be taken to avoid weed contamination, through fresh mining, or complete cover or non-use of top six (6) inches of stockpiled material. Reference Item 160-WC 001 "Topsoil" for stockpiling specifications of on-site excavated topsoil. Material sources must be approved by the Owner's Representative. Dilution of compost must not be achieved with organic matter (mulch).

Table 1. Compost to mineral soil amendment ratios for Compost Manufactured Topsoil (CMT)

Compost Condition NO₃, NH₄, or P (available):	Ratio (volume) compost: soil
exceed 2000 ppm (0.2%)	1:25
are less than 2000 ppm (0.2%) but greater than 1000 ppm (0.1%)	1:20
are less than 1000 ppm (0.1%) but greater than 500 ppm (0.05%)	1:10
are less than 500 ppm (0.05%) but greater than 250 ppm (0.025%)	1:4
are less than 250 ppm (0.1%) but greater than 100 ppm (0.05%)	2:3

Source: Lady Bird Johnson Wildflower Center, 2010

C. Erosion Control Compost (ECC)

ECC consists of compost, as specified in 2.1.A, blended with mulch in a ratio of three (3) parts compost to one (1) part mulch **(3:1)**. Mulch to be in accordance with Item WC 102, "Mulch."

PART 3 – EXECUTION

3.1 SEQUENCING

A. CMT

Initiate site preparation, CMT and fine grading prior to any native grass and wildflower seeding as specified in the plans or as directed to disturbed roadside areas and channels. If road base operations have not been completed, exclude site preparation and CMT installation fifteen (15) feet from the road pavement.

B. ECC

Initiate site preparation, topsoil installation, fine grading and ECC topdressing installation prior to any grass and wildflower seeding as specified in the plans or as directed to disturbed roadside areas and channels. If road base operations have not been completed, exclude site preparation and ECC topdressing installation fifteen (15) feet from the road pavement.

- C. Following road pavement, initiate specified CMT or ECC installation prior to grass and wildflower seeding to remaining disturbed areas, as specified in the plans or as directed

3.2 CONSTRUCTION

A. Site Preparation

1. Remove debris, unsatisfactory soil materials and obstructions from surface prior to CMT or ECC installation.
2. Remove top growth of vegetation to remain by mowing to a six (6) inch height to ensure that the CMT or ECC contacts the surface material.
3. CMT and ECC should not be installed onto compacted soil. Scarify or break the surface of the soil with a flexible tine harrow one (1) to two (2) inches in depth.

B. Installation

1. Apply CMT or ECC evenly at depths and locations as indicated in the drawings or as directed.
2. Installation method of the CMT or ECC is to be determined by the Contractor and submitted for approval. Any of the following are acceptable methods of installation:
 - a. By hand raking
 - b. By mechanized spreader
 - c. By a pneumatic blower – Seed can be mixed with CMT or ECC during this application. Reference Item 164-WC001 “Seeding for Erosion Control”.
3. Depending on slope, accessibility of location, and rockiness of the terrain, the Contractor is to select an approved installation method that is the least invasive to the adjacent areas.
4. Spread the CMT or ECC to a uniform loose cover at the thickness specified.
5. Till the Compost Manufactured Topsoil (CMT) to a depth no less than four (4) inches to integrate into the subsoil.
6. Lightly rake the Erosion Control Compost (ECC) compost to ensure good seed to compost contact.
7. Apply Erosion Control Compost (ECC) at least three (3) feet over the shoulder of a slope to prevent rill formation and erosion of compost.
8. Do not apply Erosion Control Compost (ECC) on surfaces with a slope greater than 4:1.
9. Do not apply on surfaces that are muddy, frozen or contain frost or ice.
10. Do not roll or tamp CMT or ECC.
11. Do not compact the CMT or ECC after application with heavy equipment or foot traffic.

3.3 MAINTENANCE

A. Requirements

1. Maintain CMT or ECC in a functional condition at all times and correct deficiencies immediately until acceptance of project.
2. Install additional CMT or ECC as directed by the Owner’s Representative after inspection.
3. Protect areas from traffic and repair or re-establish if damaged or compacted.
4. Restore appearance, quality and condition to match adjacent work if damaged.

B. Schedule

1. The CMT or ECC should be inspected weekly until native grass is established, in accordance with the Stormwater Pollution Prevention Plan and within 24 hours of every one half inch ($\frac{1}{2}$ ") or greater rain event until project completion.

SPECIAL PROVISION
164 – WC 001
SEEDING FOR EROSION CONTROL

For this project, Item 164, “Seeding for Erosion Control,” of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

1.1 DESCRIPTION

Provide and install native grass seeding as shown in the plans or as directed.

1.2 RELATED ITEMS

- A. Item 161-WC 001 “Compost”
- B. Item 168-WC 001 “Vegetative Watering “
- C. Item 160-WC 001 “Topsoil”
- D. Item 636 “Aluminum Signs”
- E. Item 644 “Small Roadside Sign Supports and Assemblies”

1.3 REFERENCES

- A. Federal Seed Act
- B. Texas Seed Law

1.4 MEASUREMENT

This item will be measured by the square yard, by the acre, or by the pound.

1.5 PAYMENT

- A. The work performed and the materials furnished in accordance with the seeding Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Seeding for Erosion Control.” This price is full compensation for furnishing materials, including seed, mowing, labor, equipment, maintenance, tools, supplies, and incidentals.
- B. When humic acid or MycoApply Endo are specified on the plans as a pay item, the work performed and the material furnished will be paid for at the unit price bid for “Humic Acid” or “MycoApply Endo” at the application rates specified. This price is full compensation for furnishing materials, labor, equipment, water, tools, supplies, and incidentals.

1.6 QUALITY CONTROL SUBMITTALS

- A. Submit seeding product data, including plant tags and seed certification for native grass seed mix for approval.
- B. Submit seed planting equipment method, manufacturer and data for approval.
- C. Submit product data and sample for sign in accordance with Tex-726-I.
- D. Submit humic acid and MycoApply Endo product data and supplier’s information for approval.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Native Grass Seed
Provide seed as shown in the plans or as directed, using Tables 1-11 to determine the appropriate seed mix and rates, and meeting the requirements of the Federal Seed Act and Texas Seed Law, including the testing and labeling for pure live seed (PLS= Purity and Germination). Minimum purity shall be 50%. The seed test to be conducted by the State Seed Laboratory, and a seed test report shall be submitted in accordance with 1.6, “Quality Control Submittals.” Each type (mix) of seed must be mixed by the supplier and delivered in labeled and unopened bags or containers, unless otherwise approved by the Owner’s representative. Do not blend the seed mixes on site. Use within twelve (12) months from that date of analysis. When Buffalograss is specified, use seed treated with KNO₃ (potassium nitrate) to overcome dormancy.

Parts A and B of the seed mix tables are the primary seed mixes for application. In the event that a species in Part A or B of the mixes is not seasonally available, coordinate with the seed supplier to designate substitute species and quantities in the mix using Part C of the tables. Substitutions will only be allowed at the discretion of the County.

Seeds must be stored in a dry, well-ventilated location away from contaminants. Seed storage humidity level should be lower than 75%. Store any unused seed in a water resistant container. If seed will be stored longer than one (1) year, the optimal temperature range would be 40-60F.

During transit (from storage to sowing), seed should be protected from dramatic temperature fluctuations day after day; temperature cannot exceed 100F at any time. Seed must remain dry and protected from sun exposure. The transit period may not exceed ten (10) days.

Obtain native grass seed from any three of the approved providers:

1. Native American Seed, Junction TX. 1-800-728-4043
2. Wildseed Farms, Fredericksburg, TX. 1-800-848-0078
3. Douglas W. King Company, San Antonio, TX. 1-888-357-3337

**Table 1: Type 1 – Standard Tall Native Grass Seed Mix
For Edward’s Plateau and Blackland Prairie Eco-Regions**

Part A: Wildflowers		
Species	Common Name	lbs per acre
Cassia (Chamaecrista) fasciculata	Partridge Pea	5.00
Centaurea americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	2.00
Desmanthus illinoensis	Illinois Bundleflower	3.75
Engelmannia pinnatifida (Engelmannia peristenia)	Engelmann Daisy (Cutleaf Daisy)	9.00
Gaillardia pulchella	Indian Blanket	7.50
Helianthus maximiliani	Maximilian Sunflower	2.00
Ipomopsis rubra	Standing Cypress	3.00
Monarda citriodora	Lemon Mint	1.50
Oenothera speciosa	Pink Evening Primrose	0.50
Rudbeckia hirta	Black-eyed Susan	0.50
Thelesperma filifolium	Greenthread	2.00
		41.75

Table 1 (continued): Type 1 – Standard Tall Native Grass Seed Mix For Edward’s Plateau and Blackland Prairie Eco-Regions

Part B: Grasses		
Species	Common Name	lbs per acre
<i>Bouteloua curtipendula</i>	Sideoats Grama	14.00
<i>Bouteloua gracilis</i>	Blue Grama	15.00
<i>Buchloe dactyloides</i>	Buffalograss	6.00
<i>Elymus canadensis</i>	Canada (Prairie) Wildrye	10.00
<i>Leptochloa dubia</i>	Green Sprangletop	4.00
<i>Panicum virgatum</i>	Switchgrass (Upland)	2.00
<i>Schizachyrium scoparium</i>	Little Bluestem	4.00
<i>Sorghastrum nutans</i>	Indian Grass	3.00
		58.00
Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs per acre
<i>Andropogon gerardii</i>	Big Bluestem	4.00
<i>Argemone albiflora</i>	White Prickly Poppy	3.00
* <i>Bothriochloa laguroides</i>	Silver Bluestem	
<i>Bouteloua rigidiseta</i>	Texas Grama Grass	2.70
<i>Callirhoe leiocarpa</i>	Annual Winecup	1.20
<i>Castilleja indivisa</i>	Indian Paintbrush	0.15
<i>Dalea candida</i> (<i>Petalostemon candidus</i>)	White Prairie Clover	1.00
<i>Eragrostis trichoides</i>	Sand Lovegrass	0.50
<i>liatris mucronata</i>	Gayfeather	2.50
<i>Lindheimera texana</i>	Texas Yellow Star	3.00
<i>Oenothera missouriensis</i>	Missouri Primrose	0.50
<i>Oenothera speciosa</i>	Pink Evening Primrose	0.50
<i>Salvia azurea</i>	Pitcher Sage	0.25
<i>Salvia farinacea</i>	Mealy Blue Sage	1.50
<i>Simsia calva</i>	Bush Sunflower	1.75
<i>Solidago nemoralis</i>	Grey Goldenrod	1.75
*Midway Mix (Native American Seed)	Grasses 1’-2’	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

**Table 2: Type 2 – Standard Tall Native Grass Seed Mix
For Post Oak Savanna Eco-Region**

Part A: Wildflowers		
Species	Common Name	lbs per acre
Cassia (Chamaecrista) fasciculata	Partridge Pea	5.00
Centaurea americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	1.00
Desmanthus illinoensis	Illinois Bundleflower	3.75
Engelmannia pinnatifida (Engelmannia peristenia)	Engelmann Daisy (Cutleaf Daisy)	9.00
Ipomopsis rubra	Standing Cypress	3.00
Monarda citriodora	Lemon Mint	1.50
Oenothera speciosa	Pink Evening Primrose	0.25
Rudbeckia hirta	Black-eyed Susan	0.50
Thelesperma filifolium	Greenthread	2.00
		31.00
Part B: Grasses		
Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats Grama	14.00
Bouteloua gracilis	Blue Grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada Wildrye	10.00
Eragrostis trichoides	Sand Lovegrass	0.50
Panicum virgatum	Switchgrass (Upland)	10.00
	Little bluestem	
Sporobolus cryptandrus	Sand Dropseed	1.00
Sorghastrum nutans	Indian Grass	3.00
		63.5
Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs per acre
Andropogon gerardii	Big Bluestem Grass	2.00
Argemone albiflora	White Prickly Poppy	2.00
Asclepias tuberosa	Butterfly Weed	2.50
Bouteloua rigidisetata	Texas Grama Grass	2.25
Callirhoe leiocarpa	Annual Winecup	1.00
Castilleja indivisa	Indian Paintbrush	0.15
Corydalis curvisiliqua	Scrambled Eggs	0.50
liatris mucronata	Gayfeather	2.25
Lindheimera texana	Texas Yellow Star	3.00
Salvia azurea	Pitcher Sage	1.50
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.25
Tridens flavus	Purpletop (Grass)	2.25
"Midway Mix" (Native American Seed)	Grasses 1'-2' tall	2.00

Source: Lady Bird Johnson Wildflower Center, 2010

**Table 3: Type 3 – Riparian Native Grass Seed Mix
For Edward's Plateau, Blackland Prairie and Post Oak Savannah Eco-Regions**

Part A: Wildflowers		
Species	Common Name	lbs per acre
<i>Centaurea Americana</i>	American Basketflower	5.00
<i>Coreopsis tinctoria</i>	Plains Coreopsis	4.00
<i>Desmanthus illinoensis</i>	Illinois Bundleflower	7.50
<i>Engelmannia pinnatifida</i> (<i>Engelmannia peristenia</i>)	Engelmann Daisy (Cutleaf Daisy)	9.00
<i>Helianthus maximiliani</i>	Maximilian Sunflower	2.00
<i>Oenothera speciosa</i>	Pink Evening Primrose	0.50
<i>Rudbeckia (Dracopis) amplexicaulis</i>	Clasping Coneflower	3.00
		31.00
Part B: Grasses		
Species	Common Name	lbs per acre
<i>Bouteloua curtipendula</i>	Sideoats Grama	14.00
<i>Bouteloua gracilis</i>	Blue Grama	15.00
<i>Buchloe dactyloides</i>	Buffalograss	6.00
<i>Elymus canadensis</i>	Canada (Prairie)	10.00
<i>Leptochloa dubia</i>	Green Sprangletop	4.00
<i>Panicum virgatum</i>	Switchgrass (Upland)	2.00
<i>Schizachyrium scoparium</i>	Little Bluestem	4.00
<i>Sorghastrum nutans</i>	Indian Grass	3.00
<i>Tripsacum dactyloides</i>	Eastern Gamagrass	10.00
		68.00
Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs per acre
<i>Andropogon gerardii</i>	Big Bluestem	1.00
<i>Andropogon glomeratus</i>	Bushy Bluestem Grass (for moist areas)	0.50
<i>Chasmanthium latifolium</i>	Inland Sea Oats	1.50
<i>Physostegia intermedia</i>	Obedient Plant	0.50
* <i>Solidago altissima</i> (S. canadensis)	Tall Goldenrod	0.75
* <i>Solidago gigantea</i>	Giant Goldenrod	0.75
<i>Salvia azurea</i>	Pitcher Sage	0.75
"Midway Mix" (Native American Seed)	Grasses 1'-2' tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2009

**Table 4: Type 4 - Cool Season Native Grass Seed Mix
For Edward's Plateau, Blackland Prairie and Post Oak Savannah Eco-Regions**

Species	Common Name	lbs per acre
<i>Elymus canadensis</i>	Prairie Wildrye	10.00
<i>Pascopyrum smithii</i>	Western Wheatgrass	9.00
<i>Dalea candida</i> (var. <i>candida</i>)	White Prairie Clover	3.00
		22.00

Source: Lady Bird Johnson Wildflower Center, 2009

**Table 5: Type 5 – Spring Native Grass Seed Mix
For Edward's Plateau and Blackland Prairie Eco-Regions**

Species	Common Name	lbs per acre
<i>Bouteloua curtipendula</i>	Sideoats grama	14.00
<i>Bouteloua gracilis</i>	Blue grama	15.00
<i>Buchloe dactyloides</i>	Buffalograss	6.00
<i>Elymus canadensis</i>	Canada wildrye	10.00
<i>Leptochloa dubia</i>	Green sprangletop	4.00
<i>Panicum virgatum</i>	Switchgrass (upland variety)	2.00
<i>Schizachyrium scoparium</i>	Little bluestem (native)	4.00
<i>Sorghastrum nutans</i>	Indian grass	3.00
		58.00

Source: Lady Bird Johnson Wildflower Center, 2009

**Table 6: Type 6 – Spring Native Grass Seed Mix
For Post Oak Savannah Eco-Region**

Species	Common Name	lbs per acre
<i>Bouteloua curtipendula</i>	Sideoats grama	14.00
<i>Bouteloua gracilis</i>	Blue grama	15.00
<i>Buchloe dactyloides</i>	Buffalograss	6.00
<i>Elymus canadensis</i>	Canada wildrye	10.00
<i>Eragrostis trichoides</i>	Sand lovegrass	0.50
<i>Panicum virgatum</i>	Switchgrass (upland variety)	10.00
<i>Schizachyrium scoparium</i>	Little bluestem (native)	4.00
<i>Sporobolus cryptandrus</i>	Sand dropseed	1.00
<i>Sorghastrum nutans</i>	Indian grass	3.00
		63.50

Source: Lady Bird Johnson Wildflower Center, 2009

**Table 7: Type 7 – Standard Short Native Grass Seed Mix
For Edward's Plateau and Blackland Prairie Eco-Regions**

Part A: Wildflowers		
Species	Common Name	lbs per acre
Cassia (Chamaecrista) fasciculata	Partridge Pea	5.00
Coreopsis tinctoria	Plains Coreopsis	1.00
Lupinus texensis	Bluebonnet	15.00
Gaillardia pulchella	Indian Blanket	10.00
Mondarda citriodora	Lemon Mint	3.00
Oenothera speciosa	Pink Evening Primrose	0.50
Rudbeckia hirta	Black-eyed Susan	2.00
Thelesperma filifolium	Greenthread	1.50
		38.00
Part B: Grasses		
Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats Grama	21.00
Bouteloua gracilis	Blue Grama	35.00
Buchloe dactyloides	Buffalograss	50.00
Elymus Canadensis	Prairie Wildrye	10.00
Eragrostis trichoides	Sand Lovegrass	0.50
		116.5
Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs per acre
Bouteloua rigidiseta	Texas Gama Grass	2.25
Callirhoe leiocarpa	Annual Winecup	1.00
Castilleja indivisa	Indian Paintbrush	0.15
Corydalis curvisiliqua	Scrambled Eggs	0.50
liatris mucronata	Gayfeather	2.25
Oenothera missouriensis	Missouri Primrose	1.75
Dalea candida (Petalostemon candidus)	White Prairie Clover	0.75
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.75
"Midway Mix" (Native American Seeds)	Grasses 1'-2' tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

**Table 8: Type 8 – Standard Short Native Grass Seed Mix
For Post Oak Savannah Eco-Region**

Part A: Wildflowers		
Species	Common Name	lbs per acre
Cassia (Chamaecrista) fasciculata	Partridge Pea	5.00
Centaurea americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	2.00
Desmanthus illinoensis	Illinois Bundleflower	3.75
Engelmannia pinnatifida	Engelmann Daisy (Cutleaf Daisy)	9.00
Gaillardia pulchella	Indian Blanket	7.50
Ipomopsis rubra	Standing Cypress	3.00
Mondardo citriodora	Lemon Mint	1.50
Oenothera speciosa	Pink Evening Primrose	0.25
Rudbeckia herta	Black-eyed Susan	0.50
Thelesperma filifolium	Greenthread	2.00
		39.50
Part B: Grasses		
Grasses	Species	lbs per acre
Bouteloua curtipendula	Sideoats Grama	14.00
Bouteloua gracilis	Blue Grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada Wildrye	10.00
Schizachyrium scoparium	Little Bluestem (Native)	8.00
		53.00
Part C: Replacement Species and/or Species added for Increased Diversity		
Grasses	Species	lbs per acre
Argemone albiflora	White Prickly Poppy	2.50
Bouteloua rigidiseta	Texas Grama Grass	2.75
Callirhoe leiocarpa	Annual Winecup	1.00
Castilleja indivisa	Indian Paintbrush	0.15
Eragrostis trichoides	Sand Lovegrass	0.50
liatris mucronata	Gayfeather	2.50
Lindheimera texana	Texas Yellow Star	3.00
Oenothera missouriensis	Missouri Primrose	0.50
Oenothera speciosa	Pink Evening Primrose	0.25
Salvia azurea	Pitcher Sage	0.75
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.25
"Midway Mix" (Native American Seeds)	Grasses 1'-2' tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

**Table 9: Type 9 – Bare Patch Repair Mix
For Edward’s Plateau, Blackland Prairie and Post Oak Savannah Eco-Regions**

Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats grama	25.00
Bouteloua gracilis	Blue grama	10.00
Leptochloa dubia	Green sprangletop	10.00
		45.00

Source: Lady Bird Johnson Wildflower Center, 2009

- B. Cool Season Temporary Cover Seed
If native grass seed is to be installed during the winter period of November 8 – February 14, then Table 4 (temporary cool season mix) must be incorporated into the native grass seed mix, as specified on the plans, or as directed.
- C. Compost Manufactured Topsoil (CMT) and Erosion Control Compost (ECC)
As specified in Item 161–WC 001 “Compost.”
- D. Topsoil
As specified in Item 160–WC 001 “Topsoil.”
- E. Humic Acid
Humic Acid can be obtained from the following supplier or approved equal:
 - 1. Medina Agriculture Products 1-830-426-3011.
- F. Mycorrhizal Fungi
MycoApply Endo, produced by Mycorrhizal Applications, Inc. can be obtained from the following supplier or approved equal:
 - 1. Horizon Distributors, Inc. 512-282-2331
 This product will require de-chlorinated, clean, fresh water for application.
- G. Vegetative Watering
Clean, fresh and free of substances or matter that could inhibit vigorous growth of plants. As specified in Item 168–WC 001 “Vegetative Watering”.
- H. No Mowing Notice Sign
As specified in Item 636 “Aluminum Signs.”
- I. Sign Support
As specified in Item 644 “Small Roadside Sign Supports and Assemblies.”

PART 3 – EXECUTION

3.1 SEQUENCING

- A. Following fine grading and topsoil or compost installation, initiate seed installation as specified in the plans or as directed to disturbed roadside areas and channels. If road base operations have not been completed, exclude seeding install fifteen (15) feet from the road pavement.
- B. Following road pavement, initiate seed installation following grading and topsoil or compost installation to remaining disturbed areas, as specified in the plans or as directed.
- C. Install no mowing notice signs in accordance with the plans or as directed at time of Final Acceptance.

3.2 CONSTRUCTION

A. Site Preparation

1. Remove all invasive species.
 - a. Invasive weeds, either living plants or weed seed, shall be minimized at the site using appropriate herbicide application and/or weed-free soil amendments. Mow, burn, or apply herbicides as needed to control unwanted vegetation as directed.
2. Seed should not be installed onto compacted soil. Scarify or break the surface of the soil with a flexible tine one (1) to two (2) inches in depth in the area to be seeded.
3. Apply specified compost and/or topsoil to the seeding surface (Refer to plans for required depth).
4. Humic Acid concentrate shall be mixed with clean, fresh water prior to application. Apply humic acid and water mixture to all areas to receive any type of native grass seeding at the rate of one (1) gallon of humic acid concentrate per acre (or .16 Teaspoons per square yard).
5. MycoApply Endo shall be mixed with de-chlorinated, clean, fresh water prior to application. The water MUST be de-chlorinated, or the fungi in the MycoApply Endo will die. Apply MycoApply Endo mixture to all areas to receive any type of native grass seeding at the rate of 10 lbs. per acre (or 0.0336 ounces per square yard).
6. The humic acid and the MycoApply Endo can be mixed together with de-chlorinated water and applied to areas to receive any native grass seeding at the same time. The water MUST be de-chlorinated or the fungi in the MycoApply Endo will die.
7. Seed area in accordance with the plans or as directed, with regard to installation specification below.

B. Installation

Apply the entire specified amount of seed to the area to be seeded. Application rates should be set to allow at least two complete passes over seeding area so the area is completely and evenly covered. Lightly rake compost and/or topsoil to ensure good seed contact. Seeds should not be buried at a depth over ¼”.

1. Broadcast Seeding

All areas shown to be seeded in the plans must be broadcast unless otherwise directed by the Engineer. Broadcast seed using hand or mechanical distribution in a uniform manner. Coordinate the application rate setting with the Owner’s Representative prior to application. Apply seed on the surface of compost or topsoil. The seedbed should be culti-packed, or rolled, before and after seeding to ensure seed contact with the soil. Roll the seeding areas along slope contours. Wind speed should be fifteen (15) mph or less during seeding. Up to one-third of the seed may remain on top of the soil surface.

2. No-Till Drill Seeding

No-till drill seeding should only be used when directed by the Engineer. Use a no-till drill to reduce the risk of erosion and loss of seed. Ensure the drill opening size is adequate to allow free movement of full range of seed sizes being planted. Coordinate the application rate setting with the Owner’s Representative prior to application. Plant seed parallel to the contour of the slopes.

3. Pre-mixing Seed with Compost (CMT and ECC)

Apply uniform dry mixture of seed and compost pneumatically only as directed by the Engineer in areas shown in the plans to a depth not to exceed two (2) inches. Pre-mixing the seed with compost will aid in a uniform application of seed.

C. Seeding Schedule

1. The preferred time to seed is from September 21 to November 7 to take advantage of winter rains.
2. Native Grass Seeding Schedule:

Table 10: Type 1, 2, 7, 8 and 9 Seeding Schedule

	OPTIMUM PLANTING TIME			
	Fall Seeding	Winter Seeding	Spring Seeding	Summer Seeding
Seeding Dates	Sept. 21 - Nov. 7	Nov. 8 - Feb. 14	Feb. 15 - June 15	June 16 - Sept. 20
Grass Type	Type 1 Type 2 Type 7 Type 8 Type 9	Type 1 Type 2 Type 6 Type 7 Type 9	Type 5 or 6	NO SEEDING
	Standard Native Grass Mix	Standard Native Grass Mix	Spring Mix	Apply Erosion Control Compost (ECC)
		PLUS	PLUS (Only if Directed)	PLUS
Supplemental Grass		Table 4		
		Cool Season Non-Native Grass Seed Mix	Apply the Table 2: Type 2 Wildflower Seed Mix in the next Fall Seeding Time Period	Apply the Type 1- Standard Native Grass Mix in the Fall Seeding Time Period

Table 11: Type 3 Seeding Schedule

	OPTIMUM PLANTING TIME			
	Fall Seeding	Winter Seeding	Spring Seeding	Summer Seeding
Seeding Dates	Sept. 21 - Nov. 7	Nov. 8 - Feb. 14	Feb. 15 - June 15	June 16 - Sept. 20
Grass Type	Type 3	Type 3	Type 3	NO SEEDING
	Riparian Native Grass Seed Mix	Riparian Native Grass Seed Mix	Riparian Native Grass Seed Mix	Apply Erosion Control Compost (ECC)
		PLUS		PLUS
Supplemental Grass		Type 4		
		Cool Season Non-Native Grass Seed Mix		Apply the Type 3- Riparian Native Grass Seed Mix in the Fall Seeding Time Period

D. Vegetative Watering

Provide vegetative watering to seeded areas shown on the plan immediately after seed installation for healthy vegetative establishment, in accordance with Item 168-WC 001, "Vegetative Watering" or as directed.

E. No Mow Signs

At final acceptance, post signs at locations indicated on the plans or as directed to prevent mowing of established native grass stands.

3.3 MAINTENANCE

A. Requirements

1. Maintain the native grass areas during and after construction until the certificate of completion is issued.
2. Maintain the erosion control compost (ECC) if the seeding time falls in the summer period. Seed the specified grass mix when the fall seeding period begins.
3. Maintain native grass areas to establish vigorous growth and plant establishment of native grass mix. Establish an overall vegetative cover of 70-80% minimum with no single bare area larger than 100 SF. Areas should have at least 30% of species diversity and be four (4) to six (6) inches in height.
4. Watering of the native grass seed shall be in accordance with Item 168-WC 001, "Vegetative Watering."
5. Posted signs should be repaired or replaced immediately if found to be damaged or missing.

B. Schedule

1. Inspect the grass areas weekly and within 24 hours after each rain event of one half inch (1/2") or more. Restore eroded areas to finished grade and reseed.
2. Reseed areas that have not established if grass cover is less than 80% of coverage (TCEQ, 2005).
3. Inspect seeded areas every two weeks during establishment phase to check for invasive species, refer to Invasive Species Control.

SPECIAL PROVISION
168 – WC 001
VEGETATIVE WATERING

For this project, Item 168, “Vegetative Watering,” of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

- 1.1 DESCRIPTION
Provide and distribute water to promote growth of vegetation as specified or as directed.
- 1.2 RELATED ITEMS
 - A. Item 164-WC 001 “Seeding for Erosion Control”
 - B. Item WC 104 “Wildflower Seeding”
 - C. Item 170 “Irrigation System”
- 1.3 MEASUREMENT
This item will be measured by the 1000 gallons as applied.
- 1.4 PAYMENT
The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Vegetative Watering”. This price is full compensation for furnishing and operating watering equipment and measuring devices for furnishing and applying water, including hauling, equipment, labor, and incidentals.
- 1.5 QUALITY CONTROL SUBMITTALS
 - A. Submit water source and technique of application for approval.
 - B. Submit a layout drawing and shop drawings of the temporary irrigation system (drip or rotor/spray irrigation) for approval.
 - C. Submit a report of pH and soluble salt levels of the irrigation water for approval prior to installation.
 - D. Submit a weekly report for each delivery of water per water truck, if source of water is off-site.

PART 2 – PRODUCTS

- 2.1 MATERIALS
 - A. Water
Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation. Do not incorporate fertilizer into the water for irrigation. The pH should be between 6.5 – 8.4 to be acceptable for use as irrigation water (MSUES, 2009). Soluble salt levels between 0 – 1,500 mmhos/cm are acceptable for use (CTIP, 2008).
 - B. Temporary Irrigation
For materials, refer to Item 170 “Irrigation System”.

PART 3 – EXECUTION

- 3.1 SEQUENCING
 - A. Vegetative watering shall commence following installation of seeding and plants.
- 3.2 CONSTRUCTION
 - A. Schedule
 - 1. Apply vegetative watering in the appropriate quantities and frequencies shown in Table 2 for native grass and wildflower seeded areas and Table 3 for planted trees and shrubs, or

to replace moisture loss per evapotranspiration (ET) rate, whichever is greater. Significant on –site rainfall of ½ inch or greater allows the postponement of watering until the next scheduled irrigation.

- Daily Evapotranspiration (ET) rates for the County may be found at this AgriLife Extension website:

<http://texaset.tamu.edu/date.php?stn=3&spread=14>

See an example as shown in Table 1.

How to use this table: Look at the first column, ETo, for the inches of water lost per day in evapotranspiration. Add the inches for the last 7 or 14 days (depending on your watering phase shown in Tables 2 and 3) of ETo to get the total number of inches lost by evapotranspiration. This is the amount of watering that needs to be applied to the vegetation at the frequency given in Tables 2 and 3.

Table 1: ET and Weather Data – 14 Day Table (for example only)

Georgetown II Weather Station
Station Sponsored by : Williamson County Extension

Date	ETo PET (in)	Tmax (F)	Tmin (F)	RHmin (%)	Solar (MJm2)	Rain (in)	Wind 4am (mph)	Wind 4pm (mph)
2010-08-26	0.20	90	76	35	15.47	0.00	4.91	4.15
2010-08-27	0.25	93	67	21	26.20	0.00	0.33	7.51
2010-08-28	0.24	95	62	23	26.05	0.00	0.10	4.28
2010-08-29	0.29	95	70	32	22.64	0.00	8.42	8.55
2010-08-30	0.30	96	78	38	20.19	0.00	8.73	8.46
2010-08-31	0.27	95	75	41	21.45	0.00	5.91	6.64
2010-09-01	0.28	95	77	38	21.56	0.00	5.55	6.35
2010-09-02	0.22	91	77	49	17.02	0.00	8.52	6.62
2010-09-03	0.16	84	71	49	11.92	0.18	1.34	9.83
2010-09-04	0.25	88	69	37	23.25	0.00	4.65	6.88
2010-09-05	0.24	91	67	32	23.00	0.00	0.49	6.55
2010-09-06	0.20	89	69	54	18.45	0.05	2.96	11.46
2010-09-07	0.06	77	72	84	2.64	4.74	4.73	14.46
2010-09-08	0.11	83	74	73	7.36	4.69	12.68	4.04
14 Day Summary	3.07	90	72	43	18.37	9.66	4.95	7.56

Note: Reported are the average hourly values, not the absolute highs and lows.
Source: AgriLIFE EXTENSION - Texas A&M System

Table 2: Vegetative Watering Schedule for Native Grass, Wildflower Seeding, and Live Root Plantings

Time Period	Irrigation Application Amount*	Frequency**
Day of Installation	Minimum 1 inch	Min. 2 times per day
Phase 1 Next 10 days	Minimum 1 inch	Min. 1 time per day (no rain)
Phase 2 Next 14 days	Min. 1 inch or replace weekly ET	Min. 2 times per week (no rain or dew)
Phase 3 Until Plant Establishment	Min. 1.5 inch or replace weekly ET	Min. 1 time per every other week, or as necessary***

Source: Adapted from COA, 2009 & TCEQ, 2005.

Note 1: *5.6 gallons per square yard = 1 inch of applied water

Note 2: **Reduce irrigation frequency if during period of seasonal rains, since the watering frequency will greatly depend on the time of year. Deviations from the above watering schedule should be approved.

Note 3: ***Irrigation in Phase 3 should pause during the dormant season, beginning on December 15, and should be reinstated beginning February 15.

Note 4: Reference Item 164-WC 001 “Seeding for Erosion Control” 3.3 Maintenance Requirements for plant establishment specifications.

Note 5: Stop irrigation if there is puddling.

Table 3: Vegetative Watering Schedule for Planted Trees and Shrubs

Time Period	Irrigation Application Amount*	Frequency**
Day of Installation	Saturate Root Depth	Min. 1 times per day
Phase 1 - Next 14 days	Saturate Root Depth	Min. 1 time per every other day, or as necessary
Phase 2 - Until Plant Establishment	Saturate Root Depth	Min. 1 time per week, or as necessary***

Source: Adapted from COA, 2009 & TCEQ, 2005.

Note 1: *5.6 gallons per square yard = 1 inch of applied water

Note 2: **Reduce irrigation frequency if during period of seasonal rains, since the watering frequency will greatly depend on the time of year. Deviations from the above watering schedule should be approved.

Note 3: ***Irrigation in Phase 2 should pause during the dormant season, beginning on December 15, and should be reinstated beginning February 15.

Note 4: Stop irrigation if there is puddling.

B. General Guidelines:

1. Contractor should determine the vegetative watering technique (temporary drip irrigation, temporary rotor or spray irrigation or water truck) most appropriate for the project if not specified in the plans.
2. After approval of drip or rotor/spray irrigation technique (if selected as the appropriate technique), produce shop drawings for these systems for approval by the Engineer.
3. Apply water to all newly vegetated areas as shown on the plans or as directed.
4. Irrigation water should not cause excessive run-off.
5. Water should ensure 100% coverage on all seeded and planted areas.
6. Overspray onto pavement is not allowed.

C. Temporary drip irrigation guidelines:

1. Install temporary drip irrigation lines per approved shop drawings.
2. Irrigation system should provide coverage to 100% of plant establishment areas.
3. Drip irrigation water should come from one of the following sources, submit water source for approval.
 - a. Tie into existing water source or well.
 - b. Pump water from nearby creek or river with the use of a generator. Obtain approval from Construction Observer prior to pumping.
 - c. Tie temporary irrigation line to a water truck.
 - d. Store water in a storage tank and locate at the highest elevation on the site to effectively move water to each emitter through pressure.
4. Pressure compensating emitters should be used on hilly sites.
5. Two emitters should be placed at each plant to ensure adequate watering in case one emitter becomes clogged.

6. Drip system components may consist of barbed emitters in polyethylene tubing or in-line emitter tubing. Spaghetti tubing from multi-nozzle emitter heads should not be used due to ease of damage and numerous parts involved.
7. Irrigation piping and all related equipment should be removed from site at acceptance at the conclusion of the establishment period.

D. Temporary rotor or spray irrigation guidelines:

1. Install temporary rotor or spray irrigation lines per approved shop drawings.
2. Irrigation system should provide coverage to 100% of plant establishment areas.
3. Rotor or spray water should come from one of the following sources, submit water source to Owner's representative for approval.
 - a. Tie into existing water source or well.
 - b. Pump water from nearby creek or river with the use of a generator. Obtain approval from Construction Observer prior to pumping.
 - c. Tie temporary irrigation line to a water truck.
 - d. Store water in a storage tank and locate at the highest elevation on the site to effectively move water to each emitter through pressure.
4. Pressure compensating emitters shall be used on hilly sites.
5. Collect water lines and all irrigation equipment at the conclusion of the establishment period.

E. Water truck distribution:

1. Furnish and operate water truck equipment to apply water at a uniform and controllable rate that does not scour or erode the soil or seeding bed or wash away seeds or plantings. Applying water in multiple passes may be necessary to avoid scouring or erosion.
2. The water truck operator should not drive within designated seeding or planting areas.
3. The water spray should be directed upwards to distribute the water force and reduce potential erosion.

3.3 MAINTENANCE

- A. The contractor should maintain the irrigation system, and inspect designated seeding or planting areas after each watering to ensure adequate water distribution. If erosion or seed washout occurs, soil and compost shall be restored to finished grade, and the area shall be reseeded (Refer to Item 164-WC 001, "Seeding for Erosion Control").
- B. Irrigation water lines should remain intact and functioning during the establishment period. The contractor should inspect equipment, including drip lines, connectors, and main lines on a regular basis to ensure that they are operable and do not leak. Broken water lines should be repaired immediately.
- C. The site should be inspected after irrigation applications to ensure watering trucks have not eroded soil or compost or washed out seeds or plants. Soils compacted by water trucks are to be ripped. Refer to Item WC 101 "Soil Ripping". Damaged areas should be regraded and reseeded immediately.

Special Provision to Item 500

Mobilization



Item 500, Mobilization of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 500.3 “Payment”. The 6th bullet is deleted and replaced by: Upon Final Completion, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and

Article 500.3 “Payment”. The 7th bullet is deleted and replaced by: Payment for the remainder of the lump sum bid for “Mobilization” will be made with the Final Payment after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed and the County has issued the Certificate of Acceptance.

Special Provision to Item 502

Barricades, Signs, and Traffic Handling



For this project, Item 502, "Barricades, Signs, and Traffic Handling," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 502.4.1.3., "Maximum Total Payment Prior to Acceptance" is voided and replaced by the following:

Maximum Total Payment Prior to Completion. The total payment for this Item will not exceed 10% of the total Contract amount before final completion in accordance with General Conditions of Agreement Section 5.06, "Final Completion and Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5, "Balance Due."

Article 502.4.1.5., "Balance Due" is voided and replaced by the following:

Balance Due. If all work is complete in accordance with General Conditions of Agreement Section 5.06, "Final Completion and Acceptance," before payment of the amount allowed by this Article, the balance due will be paid with the Final Payment.

SPECIAL SPECIFICATION
WC 105
BIODEGRADABLE EROSION CONTROL LOGS

For this project, Special Specification Item 5049, “Biodegradable Erosion Control Logs,” of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

- 1.1 DESCRIPTION
Furnish, install and maintain Biodegradable Erosion Control Logs (BEC log) as shown in the plans or as directed.
- 1.2 RELATED ITEMS
 - A. Item 161-WC 001 “Compost”
 - B. Item WC 102 “Mulch”
- 1.3 MEASUREMENT
This item will be measured by the linear foot along the centerline of the top of the BEC log.
- 1.4 PAYMENT
The work performed and materials furnished in accordance with this item and measured as provided under “Measurement” will be paid for at the unit price bid for “Biodegradable Erosion Control Log” of the sizes and types specified. This price is full compensation for furnishing, placing, maintaining, replacing, and removing as required to facilitate construction operations, and for all materials, labor, tools equipment, and incidentals.
- 1.5 QUALITY CONTROL SUBMITTALS
 - A. Submit product data for approval in conformance with Item 161-WC 001, “Compost” and Item WC 102, “Mulch”.
 - B. Submit product data to the Owner’s representative for the BEC log core material, containment mesh and size.

PART 2 – PRODUCTS

- 2.1 MATERIALS
 - A. Core Filling
Furnish core material as shown in the plans.
 - 1. Type 1 – Mulch
As specified in Item WC 102 “Mulch”
 - 2. Type 2 –Compost & Mulch
As specified in Item 161-WC001 “Compost” and Item WC 102 “Mulch”. Compost and Mulch to be uniformly blended at a 50/50 ratio.
 - B. Containment Mesh
Furnish Filtrexx soxx (specified mesh type or approved equal) with diameters as shown on the plans or as directed.
 - C. Stakes
 - 1. Wood stakes 1” x 2”, tops to be flat. Length of stake varies with specified BEC log size, refer to 3.2.B. “Installation.” Wood stakes to be used in deep soils.
 - 2. 3/8” steel reinforcement bar. Length of stake varies with specified BEC log size, refer to 3.2.B. “Installation.” Reinforcement bars to be used in shallow rocky soils.

- D. Suppliers:
1. BEC logs are either pre-filled with the core filling and delivered to the site, or are filled in place on site.
 2. Pre-filled BEC logs to be obtained from one of the following vendors:
 - a. Hanes Geo Components. Austin, Texas, 512-670-2050
 - b. Soil Express. Prosper, Texas, 972-347-2994

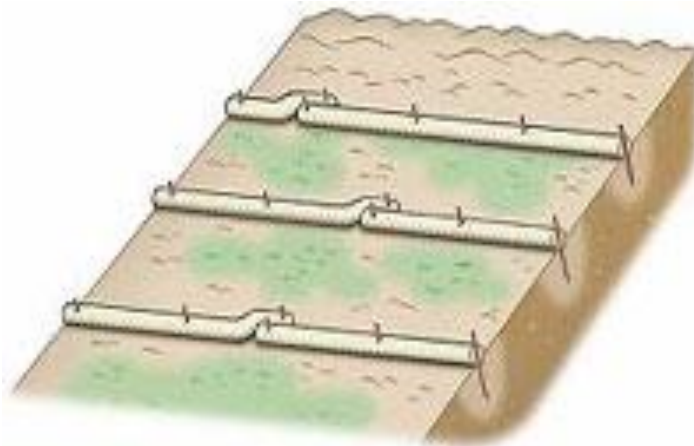
PART 3 – EXECUTION

3.1 SEQUENCING

- A. Install BEC logs before construction activities have initiated at perimeter of project site, around environmental features and other designated locations on plans or as directed to comply with Stormwater Pollution Prevention Plan.
- B. Install BEC logs around designated material stockpiles within 24 hours after stockpiles have been established.
- C. Following rough grading, install BEC logs as specified on the plans or directed to disturbed roadside areas. If roadbase operations have not been completed, exclude BEC log installation fifteen (15) feet from road pavement.
- D. Following road pavement, install BEC logs to remaining disturbed areas, as specified in the plans or as directed.

3.2 CONSTRUCTION

- A. Site Preparation
 1. Remove debris and all unsatisfactory materials from the area.
- B. Installation
 1. Stuff core filling densely into BEC log containment mesh when adding core filling in the field. No more than 5% of the material is permitted to escape from the containment mesh during installation and maintenance.
 2. Seal ends of BEC logs tightly and securely along extent of end opening with either metal staples or ties. Sealing fasteners should be a material that will not degrade before the intended lifespan of the log.
 3. Lay BEC log on a level contour as shown on the plans or as directed. Spacing as specified is to be measured from the centerline to the centerline of BEC log.
 4. Extend four (4) feet of each end of the BEC log to point upslope to prevent storm water from running around the end of the log.
 5. When placing more than one BEC log in a single row, overlap end of logs a minimum of twelve (12) inches (See figure below).



Source: <http://www.stormwaterenvironmental.com/images/Products/Wattles2.jpg>

6. BEC logs to be securely staked in the ground. Staking to occur:
 - a. At end of each log
 - b. Along the length of the log at six (6) foot intervals
7. Size stake length to provide twelve (12) inches in the ground and roughly three to five (3-5) inches above the log.
8. Contact the Owner's Representative if the BEC log can not be correctly staked.
9. At final acceptance, BEC logs to remain in-place unless directed otherwise.

3.3 MAINTENANCE

A. Requirements

1. Inspect and maintain the BEC logs in good condition, including the core filling, containment mesh and staking until end of the maintenance period. No more than 5% of the material is permitted to escape from the containment mesh during installation and maintenance.
2. Maintain BEC log by keeping it clear of accumulated silt and debris. Remove accumulated sediment and debris when it is half the height of the log or more. Dispose of sediment and debris at an approved site in a manner that will not contribute to additional sedimentation.
3. Repair or replace damaged BEC logs immediately or as directed.

B. Schedule

1. BEC logs should be inspected in accordance with the Stormwater Pollution Prevention Plan to ensure BEC logs are securely in place and that excessive sediment has not accumulated and within 24 hours after every rain event of one half inch ($\frac{1}{2}$ ") or greater until project completion.
2. During a period of frequent rain events, BEC logs should be checked daily.

SPECIAL SPECIFICATION WC5001

GEOGRID BASE REINFORCEMENT

1. DESCRIPTION. This specification covers the requirements for using geogrid reinforcement to construct a Mechanically Stabilized Aggregate Layer (MSAL) in accordance with the plans and specifications and is applicable only for pavement

2. DEFINITIONS.

A. Geogrid - Geogrid is a synthetic planar structure formed by a regular network of integrally connected polymeric tensile elements with apertures designed to interlock with the surrounding roadway base material.

3. MATERIAL REQUIREMENTS.

A. General Requirements. The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic.

Geogrid shall be stored in a manner where the geogrid stays free from excessive mud, wet concrete or other deleterious materials and is resistant to damage during construction. The geogrid shall be resistant to ultraviolet and long term degradation, and it shall have long-term resistance to chemical and biological degradation caused by the materials being reinforced. Geogrid shall meet both the physical requirements of sub-part 3.B. and the performance requirements of sub-part 3.C.

B. Physical Requirements. Furnish geogrid to reinforce the aggregate base course to create a mechanically stabilized aggregate layer. Geogrid shall be of the type specified in the project Geotechnical Report or shall meet the minimum physical requirements shown in the Table 1 or Table 2 below.

Table 1.
Minimum Geogrid Physical Requirements – Type 1 Biaxial Geogrids

Property	Requirement
Aperture Size, mm (in)	25 - 38 (1.0 – 1.5)
Percent Open Area, %	70 minimum
Thickness, mm (in), MD & CMD	0.76 (0.03) minimum
Tensile Strength @ 2% strain, kN/m (lb/ft)	
MD	4.1 (280) minimum
CMD	6.6 (450) minimum
Ultimate Tensile Strength, kN/m (lb/ft)	
MD	12.4 (850)
CMD	19.0 (1,300)
Junction Efficiency, % MD & CMD	90 minimum

Table 2.
Minimum Geogrid Physical Requirements – Type 2 Multi-Axial Geogrids

Property	Longitudinal	Diagonal	Transverse	General
Rib pitch, mm (in)	40 (1.60)	40 (1.60)	-	
Mid-rib depth, mm(in)		1.3 (0.05)	1.2 (0.05)	
Mid-rib width, mm (in)		0.9 (0.04)	1.2 (0.05)	
Rib shape				Rectangular
Aperture shape				Triangular

- C. Design and Performance Requirements.** Geogrids are utilized to reinforce the aggregate layer to create a composite layer with an improved structural contribution to the pavement. The structural contribution of the geogrid reinforcement shall be incorporated into the pavement design by utilizing modified layer coefficients for the reinforced base course if using AASHTO 1993 method or modified modulus values for the reinforced base course if using TxDOT FPS 21.

The modified layer coefficient may be obtained utilizing the Layer Coefficient Ratio (LCR) design method as described in the Tenax, 1999 publication and shown in Table 4 of that publication or an equivalent Layer Coefficient Ratio design method, such as described in WisDOT publication SPR # 0092-03-12 “Strength Contribution of Select Subgrade Reinforcement Materials” circular WHRP 06-05 published December 2005. If using TxDOT FPS 21, the modifications outlined in TxDOT Report 1777-P2, “Guidelines to Using Geosynthetics with HMA Overlays to Reduce Reflective Cracking”, 2003 may be referenced.

The design of the pavement shall meet the following minimum performance requirements when designed with the TxDOT Flexible Pavement System (FPS 21) with the mechanistic checks, using the design input values contained in the project geotechnical report.

Overall Pavement:

- a. 20 year life, Traffic <3,450,000 ESALS = Input 3,450,000 ESALS
- b. 20 year life, Traffic >3,450,000 ESALS = Input Design traffic

Mechanically Stabilized Aggregate Layer, MSAL:

- c. The MSAL within the pavement structure shall have a minimum thickness of 14 inches using Type 1 Biaxial Geogrid in Table 1 or minimum thickness of 12 inches with Type 2 Multi-Axial Geogrid shown in Table 2.

4. ALTERNATE GEOGRIDS

Geogrids not meeting the physical requirements of sub-part 3.B may be submitted prior to the bid date for approval. Alternate material submittals take time to be properly evaluated. It is recommended that submitters allow a minimum of 2 weeks for evaluation.

Acceptable geogrids must meet or exceed the performance requirements of sub-part 3.C.

Submittals for alternative geogrids must be accompanied with the following:

1. Geogrid product data sheet, product sample and certification from the manufacturer that the performance values for the geogrid utilized in the design of the alternate section are valid.
2. A design signed and sealed by a professional Engineer registered in the State of Texas that meets or exceeds the performance requirements of sub-part 3.C.

3. Performance values for the alternate geogrid shall be calibrated and validated with the results of full scale pavement testing where actual geogrids are tested in-soil and in representative conditions.
4. In the event that insufficient time is available for evaluation of the alternate geogrid submittal prior to bid, submittal and evaluation may take place after the bid if requested by the low bidder.
5. Approvals of Alternate Geogrids must be received in writing from the project Geotechnical Engineer to be valid.

5. SUBMITTALS. Submittals shall consist of the following:

- A. Geogrid product sample.
- B. Geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets the values in Table 1 or Table 2 and the performance requirements of sub-part 3.C of this Specification.
- C. Manufacturer's installation instructions and general recommendations.

6. CONSTRUCTION.

- A. **Geogrid Representative.** Ensure that a representative of the geogrid manufacturer is on the project when work begins, and remains on call as the project progresses, to advise the Engineer.
- B. **Surface Preparation.** Prepare the subgrade as indicated on the plans or as directed.
- C. **Geogrid Placement.** Place geogrids at the proper elevation and orientation in accordance with the plans and the manufacturer's recommendations. Overlap adjacent geogrid rolls with a minimum of 1-foot or as directed by the plans or manufacturers recommendations. Geogrid may be temporarily secured in place with staples, pins, sand bags, zip-ties or backfill as required by fill properties, fill placement procedures, or weather conditions as the Engineer directs.
- D. **Aggregate Placement.** Place flexible base material over the geogrid according to the Contract at the specified lift depth. Place, spread, and compact the material in such a manner that minimizes the development of wrinkles and movement in the geogrid. A minimum loose fill thickness of 6 inches of base material shall be placed prior to operation of tracked vehicles over the geogrid. Keep the turning of tracked vehicles to a minimum to prevent displacement of the fill and damage to the geogrid. Rubber tired equipment may pass over the geogrid reinforcement at slow speeds (less than 10 mph). Avoid sudden braking and sharp turning movements. Repair any damage caused during placement or by vehicles.

7. MEASUREMENT.

Geogrid Reinforcement paid for by the Square Yard of each layer in its final position. No payment will be made for lapping of material, ties and grid anchor pins.

8. PAYMENT.

The work performed and materials furnished in accordance with this item and measured under "Measurement" will be paid for at the unit price bid for "Geogrid Base Reinforcement" of the type shown. This price is full compensation for furnishing all labor, materials, freight, tools, equipment and incidentals and for doing all of the work involved in placement of the grid, complete in place.

END OF SECTION

APPENDIX A

QUALITY CONTROL / QUALITY ASSURANCE PROGRAM

Appendix A

Quality Control / Quality Assurance Program

Section 1. Overview

Introduction

Williamson County has established the following Quality Control (QC) / Quality Assurance (QA) Program to assure that the materials and workmanship incorporated into any roadway or highway construction project are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. It consists of an "Acceptance Program" and a "QA Program" based on test results obtained by qualified persons and equipment.

This QC/QA Program allows for the use of validated contractor-performed QC test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in the QA Program in acceptance decisions, as well. The effectiveness of the "Acceptance Program" shall be the responsibility of the Construction Observer.

Definitions

Acceptance Program - All factors that comprise the Williamson County's determination of the quality of the product as specified in the contract requirements. These factors include QC and QA verification sampling and testing, and inspection.

Quality Control Program - The contractor's systematic program detailing the control measures and reporting requirements necessary to achieve reasonable conformance with the requirements of the approved plans and specifications.

Quality Assurance Program - Activities that are an unbiased and independent evaluation of all the inspection, sampling and testing procedures used in the acceptance program.

Proficiency Samples - Homogenous samples that are distributed and tested by two or more laboratories and/or personnel. The test results are compared to assure that the laboratories and/or personnel are obtaining the same results.

Qualified Laboratories - Laboratories that are capable as defined by appropriate programs established by Williamson County and as indicated in the "Laboratory Qualification Program". As a minimum, the qualification program shall include provisions for checking testing equipment and the laboratory shall keep records of calibration checks.

Qualified Sampling and Testing Personnel - Personnel who are capable as defined by appropriate programs established as stated in Section 6 of this Appendix.

Quality Assurance – All those planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control - All contractor/vendor operational techniques and activities that are performed or conducted to fulfill the contract requirements.

Vendor – A supplier of project-produced material that is not the contractor.

Verification Sampling and Testing - Sampling and testing performed to validate the quality of the product, which consists of the QC and QA sampling and testing.

Section 2. Acceptance Program

Materials incorporated into any roadway or highway construction project shall be subject to verification sampling and testing, and inspection as part of the QC program outlined below:

- Quality Control Inspection
 - ◆ Contractor-performed QC Inspection will be required as part of the acceptance decision. Inspection check lists for the following structural items shall be completed and submitted as part of the acceptance program:
 - Item 400 – Excavation & Backfill
 - Item 416 – Drilled Shaft Foundations
 - Item 420 – Concrete Structures
 - Item 421 – Hydraulic Cement Concrete
 - Item 422 – Bridge Deck
 - Item 423 – Retaining Wall
 - Item 425 – Precast Pre-stressed Concrete Structural Members
 - Item 440 – Reinforcing Steel
 - Item 442 – Metal for Structures
 - Item 462 – Concrete Box Culverts
 - Item 464 – Reinforced Concrete Pipe
 - Sample Inspection check lists are included at the end of this Appendix.
 - ◆ The contractor shall designate individual(s) responsible for the QC Inspection for the project or each work element thereof. The designated QC individual(s) will maintain responsibility for providing reports detailing the compliance of each work element to the requirements of the approved project plans and specifications.
 - ◆ The QC report will detail requirements of the approved project plans and specifications and measures initiated to ensure reasonable conformity.
 - ◆ The contractor shall submit the QC Plan for acceptance detailing the individuals & methods(s) intended to be used to obtain reasonable conformance to the approved project plans and specifications.
- Quality Control Sampling, Testing and frequency
 - ◆ Contractor-performed QC sampling and testing will be used as part of an acceptance decision.
 - ◆ The frequency and location will be according to the “Project Test” frequency as shown in Appendix B. This project has been designed utilizing TxDOT Specifications; therefore, the 2005 TxDOT Guide Schedule for Sampling and Testing has been adopted for the testing program. As a County-developed project, all references to TxDOT in the testing program shall be understood to mean Williamson County, and all references to the Engineer shall be understood to mean the County Engineer or his designated representative(s).
 - ◆ These QC sampling and testing personnel, laboratories, and equipment shall be qualified according to the "Sampling and Testing Personnel Qualification Program" and the "Laboratory Qualification Program" and shall be evaluated under the "Quality Assurance Program" contained herein.

- ◆ Any equipment used to perform QC sampling and testing shall be subject to an evaluation by QA sampling and testing personnel. This evaluation shall include calibration checks and split or proficiency sample tests. The requirements for, and frequency of, equipment calibration are shown in Appendix B. Acceptable tolerance limits for the comparison of test results from split or proficiency samples are shown in "Acceptable Tolerance Limits for Independent Assurance."
- ◆ Any individual who performs verification or QC sampling and testing shall be evaluated by QA sampling and testing personnel. This evaluation shall include observations and split or proficiency sample testing. Acceptable tolerance limits for the comparison of test results for split or proficiency samples are shown in "Acceptable Tolerance Limits for Quality Assurance."
- ◆ Furthermore, these QC test results may be validated by verification test results obtained from independently taken samples at the direction of the Construction Observer or the County.

Section 3. Quality Assurance Program

This Quality Assurance Program; as deemed necessary by the County or the Construction Observer; shall evaluate all QC inspection, sampling and testing procedures, personnel, and equipment used as part of the acceptance program.

- QA Inspection
 - ◆ The Construction Observer will be responsible for QA inspection. The inspection will be performed at periodic intervals to assure compliance with the accepted QC program, as well as to assure reasonable close conformity to the approved project plans and specifications.
- Sampling and Testing Frequency and Location
 - ◆ Quality Assurance sampling and testing shall be performed at the same location and frequency established for the Project Tests in the "Guide Schedule of Sampling and Testing" found in Appendix B.
 - ◆ The frequency for the "Independent Assurance Tests" shall be as directed by the Construction Observer.
- Testing Equipment
 - ◆ Laboratory testing equipment used for QA sampling and testing shall be qualified according to the "Laboratory Qualification Program."
 - ◆ All laboratories used for QA sampling and testing must be AASHTO accredited and listed as an accepted Lab by the County.
 - ◆ The frequency for qualifying QA sampling and testing equipment shall not exceed one (1) year or as directed by the Construction Observer.
 - ◆ Calibration/verification is required whenever the laboratory or equipment is moved.
 - ◆ The QA equipment shall be other than that used for performing verification or QC testing.
- Testing Personnel
 - ◆ Laboratory personnel who perform QA sampling and testing shall be in accordance with the "Sampling and Testing Personnel Qualification Program" Included herein.
 - ◆ The individuals performing QA sampling and testing shall be other than those who perform other verification or QC testing.
- Comparison of QC and QA Test Results
 - ◆ Acceptable tolerance limits for the comparison of test results from split and proficiency samples are shown in "Acceptable Tolerance Limits for Independence Assurance."
 - ◆ If the comparison of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment shall be performed immediately to determine the source of the discrepancy.
 - ◆ Corrective actions must be identified and incorporated as appropriate.

Test results from all samples involved in the Quality Assurance Program shall be documented and reported in the project files.

- Dispute Resolution System
 - ◆ Testing disputes arising between the Construction Observer, or his/her designated agents, and the Contractor shall be resolved in a reliable, unbiased manner. The decision of the County, the Construction Observer, or their authorized representatives will be final.

Section 4. Materials Certification

The Independent Assurance agency shall submit a "Certificate of Materials" to the Construction Observer indicating the conformity of tested materials to the approved plans and specifications including any exceptions, if applicable.

Section 5. Conflict of Interest

To avoid an appearance of a conflict of interest, sampling and testing of materials under the QA program shall be performed at a qualified laboratory other than the laboratory used for project testing by the Contractor.

Section 6. Sampling and Testing Personnel Qualification Program

Purpose

This program provides uniform Countywide procedures for sampling and testing personnel qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

Sampling and Testing Personnel Qualification

Sampling and testing personnel will be qualified to perform tests for the acceptance of materials in the areas of Portland cement concrete, soils and aggregates and bituminous materials. The test methods for which individuals can be qualified include, but are not limited to, the following.

(* Denotes tests on which split or proficiency sample evaluations are required.)

Soils & Aggregates (100-E Series & 400-A Series)

Tex-101-E, Preparing Soil and Flexible Base Materials for Testing

Tex-102-E, Determining Slaking Time

Tex-103-E, Determining Moisture Content in Soil Materials

Tex-104-E, Determining Liquid Limit of Soils*

Tex-105-E, Determining Plastic Limit of Soils*

Tex-106-E, Calculating the Plasticity Index of Soils*

Tex-107-E, Determining the Bar Linear Shrinkage of Soils*

Tex-108-E, Determining the Specific Gravity of Soils

Tex-110-E, Particle Size Analysis of Soils*

Tex-111-E, Determining the Amount of Material in Soils Finer than 75 μ m (No.200) Sieve

Tex-113-E, Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials

Tex-114-E, Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade and Embankment Soils

Tex-115-E, Field Method for Determining In-Place Density of Soils and Base Materials

Tex-116-E, Ball Mill Method for Determining the Disintegration of Flexible Base Material

Tex-117-E, Triaxial Compression Tests for Disturbed Soils and Base Materials

Tex-120-E, Soil-Cement Testing

Tex-121-E, Soil-Lime Testing

Tex-126-E, Molding, Testing, and Evaluating Bituminous Black Base Materials*

Tex-127-E, Lime Fly-Ash Compressive Strength Test Methods

Tex-128-E, Determining Soil pH

Tex-129-E, Measuring the Resistivity of Soil Materials

Tex-140-E, Measuring Thickness of Pavement Layer

Tex-400-A, Sampling Stone, Gravel, Sand, and Mineral Aggregates

Tex-401-A, Sieve Analysis of Fine and Coarse Aggregate*

Tex-402-A, Fineness Modulus of Fine Aggregate

Tex-403-A, Saturated Surface Dry Specific Gravity and Absorption of Aggregates

Tex-404-A, Determining Unit Mass (Weight) of Aggregates

Tex-405-A, Determining Percent Solids and Voids in Concrete Aggregates

Tex-406-A, Material Finer Than 75 μ m (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)

Tex-408-A, Organic Impurities in Fine Aggregate for Concrete

Tex-409-A, Free Moisture and Water Absorption in Aggregate for Concrete

Tex-409-A, Free Moisture and Water Absorption in Aggregate for Concrete

Tex-411-A, Soundness of Aggregate by Using Sodium Sulfate or Magnesium Sulfate

Tex-413-A, Determining Deleterious Materials in Mineral Aggregates

Tex-425-A, Determining Moisture Content in Fine Aggregate by the "Speedy" Moisture Method

Tex-460-A, Determining Crushed Face Particle Count

Bituminous (200-F Series)

Tex-200-F, Sieve Analysis of Fine and Coarse Aggregate*

Tex-201-F, Bulk Specific Gravity and Water Absorption of Aggregate

Tex-202-F, Apparent Specific Gravity of Material Finer than 180 μ m (No. 80) Sieve

Tex-203-F, Sand Equivalent Test*

Tex-204-F, Design of Bituminous Mixtures

Tex-205-F, Laboratory Method of Mixing Bituminous Mixtures

Tex-206-F, Compacting Test Specimens of Bituminous Mixtures*

Tex-207-F, Determining Density of Compacted Bituminous Mixtures*

Tex-208-F, Test for Stabilometer Value of Bituminous Mixtures*

Tex-210-F, Determining Asphalt Content of Bituminous Mixtures by Extraction*

Tex-211-F, Recovery of Asphalt from Bituminous Mixtures by the Abson Process

Tex-212-F, Determining Moisture Content of Bituminous Mixtures

Tex-213-F, Determining Hydrocarbon-Volatile Content of Bituminous Mixtures

Tex-217-F, Determining Deleterious Material and Decantation Test for Coarse Aggregates

Tex-221-F, Sampling Aggregate for Bituminous Mixtures, Surface Treatments and Limestone Rock Asphalt

Tex-222-F, Sampling Bituminous Mixtures

Tex-224-F, Determining Flakiness Index

Tex-226-F, Indirect Tensile Strength Test

Tex-227-F, Theoretical Maximum Specific Gravity of Bituminous Mixtures*

Tex-228-F, Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method*

Tex-229-F, Combined HMAC Cold-Belt Sampling and Testing Procedure

Tex-236-F, Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method*

Concrete (400-A Series)

Tex-407-A, Sampling Freshly-Mixed Concrete

Tex-414-A, Air Content of Freshly Mixed Concrete by the Volumetric Method*

Tex-415-A, Slump of Portland Cement Concrete*

Tex-416-A, Air Content of Freshly Mixed Concrete by the Pressure Method*

Tex-417-A, Unit Weight, Yield, and Air Content (Gravimetric) of Concrete

Tex-418-A, Compressive Strength of Cylindrical Concrete Specimens*

Tex-419-A, Compressive Strength of Concrete Using Portions of Beams Broken in Flexure

Tex-424-A, Obtaining and Testing Drilled Cores of Concrete

Tex-436-A, Measuring Texture Depth by the Sand Patch Method

Tex-437-A, Test for Flow of Grout Mixtures (Flow Cone Method)

Tex-447-A, Making and Curing Concrete Test Specimens

Tex-448-A, Flexural Strength of Concrete Using Simple Beam Third-Point Loading*

Tex-450-A, Capping Cylindrical Concrete Specimens

Tex-460-A, Determining Crushed Face Particle Count

Asphalt (500-C Series)

Tex-502-C, Penetration of Bituminous Materials (refer to AASHTO T 49)

Tex-530-C, Effect of Water on Bituminous Paving Mixtures

Tex-531-C. Prediction of Moisture-Induced Damage to Bituminous Paving Materials Using Molded Specimens

Tex-1000-S. Operating Pavement Profilograph and Evaluating Profiles

Who Must Be Qualified?

Any individual who performs tests on materials for acceptance must be qualified.

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Qualification of Sampling and Testing Personnel

All sampling and testing personnel for approved laboratories shall be qualified to do the work in accordance with "Laboratory Qualification Program".

Each laboratory shall maintain a minimum of one (1) qualified individual for each test procedure performed.

Section 7. Laboratory Qualification Program

Purpose

This program provides uniform countywide procedures to ensure that laboratory facilities and equipment are adequate for the performance of required sampling and testing methods.

Laboratories

All laboratories that perform testing for Williamson County must be accredited under the AASHTO Laboratory Accreditation Program. These include, but are not limited to the following:

- Area/project laboratories (includes field laboratories)
- Commercial laboratories
- Contractor laboratories
- Vendor laboratories (material suppliers).

The most current AASHTO accredited laboratories in the State of Texas can be obtained at http://patapsco.nist.gov/aashto/amrl/services/aap_intro.htm. In addition, Appendix C includes a list of AASHTO accredited laboratories obtained at the time this document was prepared.

Laboratory Qualification Responsibility

The Construction Observer or his/her authorized representatives will be responsible to ensure all QA laboratories used for project and QA testing and sampling are qualified.

Qualification Process

The laboratory qualifying authority will:

- identify the scope of testing to be performed
- verify that manuals and/or test methods used to perform tests are available and up-to-date
- document that the laboratory has the required equipment to perform the tests
- check the calibration/verification records for each piece of equipment, to include:
 - ◆ description of equipment
 - ◆ identification of any traceable standard used
 - ◆ frequency of calibration
 - ◆ date of last calibration
 - ◆ date of next calibration
 - ◆ procedure used to calibrate equipment
 - ◆ procedure used to identify equipment not in compliance.

In addition, all equipment may be subjected to calibration verification or other inspection by the qualifying authority.

Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations shall be in accordance with appropriate testing equipment measures as indicated in the Texas Department of Transportation Manual of Testing Procedures. 100-E (Soils), 200-F (Bituminous), and 400-A (Concrete) series of TxDOT's *Manual of Testing Procedures*.

Frequency for Laboratory Qualification

Laboratories shall be qualified at an interval not to exceed six (6) months, or as directed by the Construction Observer. Calibration/verification is required whenever the laboratory or equipment is moved.

Non-Compliance

A laboratory that does not meet the above requirements is subject to disqualification. Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method shall not be used for that test method.

Documentation

The Construction Observer will be responsible for verifying that laboratories are qualified to perform material testing. Documentation will be required to be kept by the qualified laboratory. Calibration records will be maintained for three (3) years, unless directed otherwise by the Construction Observer.

Dispute Resolution

The County will have the final decision regarding all disputes of the laboratory qualification and calibration of testing equipment.

Section 8. Acceptable Tolerance Limits for Quality Assurance

The following tables indicate the acceptable tolerance limits for the specified material.

Embankment

Embankment		
Procedure	Texas Test Method	Tolerance
In-place Density	" <u>Tex-115-E</u> , Field Method for Determining In-Place Density of Soils and Base Materials"	± 2.5% Field Density

Untreated & Treated Sub-base and Base Courses

Untreated & Treated Sub-base and Base Courses		
Procedure	Texas Test Method	Tolerance
In-place Density	" <u>Tex-115-E</u> , Field Method for Determining In-Place Density of Soils and Base Materials"	± 2.5% Field Density
Gradation:	" <u>Tex-110-E</u> , Particle Size Analysis of Soils"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%
Liquid Limit	" <u>Tex-104-E</u> , Determining Liquid Limit of Soils"	15% of the mean*
Plasticity Index	" <u>Tex-106-E</u> , Calculating the Plasticity Index of Soils"	20% of the mean*

Asphalt Stabilized Base

Asphalt Stabilized Base		
Procedure	Texas Test Method	Tolerance
Gradation:	" <u>Tex-200-F</u> , Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%
Liquid Limit	" <u>Tex-104-E</u> , Determining Liquid Limit of Soils"	15% of the mean*
Plasticity Index	" <u>Tex-106-E</u> , Calculating the Plasticity Index of Soils"	20% of the mean*
Percent Asphalt	" <u>Tex-210-F</u> , Determining Asphalt Content of Bituminous Mixtures by Extraction"	± 0.3%
-	" <u>Tex-228-F</u> , Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method"	± 0.3%

-	"Tex-126-E, Molding, Testing, and Evaluating Bituminous Black Base Materials"	± 0.3%
-	"Tex-229-F, Combined HMAC Cold-belt Sampling and Testing Procedure"	± 0.3%
-	"Tex-236-F, Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method"	± 0.3%
In-place Density (Cores)	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	± 1% Field Density

Surface Treatment Aggregates

Surface Treatment Aggregates		
Procedure	Texas Test Method	Tolerance
Gradation:	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%

Portland Cement Concrete Coarse Aggregate

Portland Cement Concrete Coarse Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation:	"Tex-401-A, Sieve Analysis of Fine and Coarse Aggregate"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%

Portland Cement Concrete Fine Aggregate

Portland Cement Concrete Fine Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation (3/8" through No. 200)	"Tex-401-A, Sieve Analysis of Fine and Coarse Aggregate"	± 3%
Sand Equivalent	"Tex-203-F, Sand Equivalent Test"	± 10

Portland Cement Concrete Complete Mixture

Portland Cement Concrete Complete Mixture		
Procedure	Texas Test Method	Tolerance
Flexural Strength Compressive	1. "Tex-448-A, Flexural Strength of Concrete Using Simple Beam Third-Point Loading" 2. "Tex-418-A, Compressive Strength of Cylindrical Concrete Specimens"	20% of the mean*

Slump	" <u>Tex-415-A</u> , Slump of Portland Cement Concrete"	± 1.0 "
Entrained Air	3. " <u>Tex-414-A</u> , Air Content of Freshly Mixed Concrete by the Volumetric Method" 4. " <u>Tex-416-A</u> , Air Content of Freshly Mixed Concrete by the Pressure Method"	$\pm 1\%$

Asphaltic Concrete Coarse Aggregate

Asphaltic Concrete Coarse Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation:	" <u>Tex-200-F</u> , Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 10 $\leq$ No. 10	-	$\pm 5\%$ $\pm 3\%$
Deleterious Material	" <u>Tex-217-F</u> , Determining Deleterious Material and Decantation Test for Coarse Aggregates"	$\pm 0.3\%$
Decantation	" <u>Tex-217-F</u> , Determining Deleterious Material and Decantation Test for Coarse Aggregates"	20% of the mean*

Asphaltic Concrete Fine Aggregate

Asphaltic Concrete Fine Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation (No. 10 through No. 200)	" <u>Tex-200-F</u> , Sieve Analysis of Fine and Coarse Aggregates"	$\pm 3\%$
Bar Linear Shrinkage	" <u>Tex-107-E</u> , Determining the Bar Linear Shrinkage of Materials"	± 2

Asphaltic Concrete Combined Aggregate

Asphaltic Concrete Combined Aggregate		
Procedure	Texas Test Method	Tolerance
Gradation:	" <u>Tex-200-F</u> , Sieve Analysis of Fine and Coarse Aggregates"	-
> 5/8" 5/8" through No. 200 Passing No. 200	-	$\pm 5\%$ $\pm 3\%$ $\pm 1.5\%$
Sand Equivalent	" <u>Tex-203-F</u> , Sand Equivalent Test"	± 10

Asphaltic Concrete Complete Mixture

Asphaltic Concrete Complete Mixture		
Procedure	Texas Test Method	Tolerance
Asphalt Content	"Tex-210-F, Determining Asphalt Content of Bituminous Mixtures by Extraction"	$\pm 0.3\%$
-	"Tex-228-F, Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method"	$\pm 0.3\%$
-	"Tex-229-F, Combined HMAC Cold-belt Sampling and Testing Procedure"	$\pm 0.3\%$
-	"Tex-236-F, Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method"	$\pm 0.3\%$
Maximum Theoretical Specific Gravity	"Tex-227-F, Theoretical Maximum Specific Gravity of Bituminous Mixtures"	± 0.020
Laboratory Molded Density	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	$\pm 1.0\%$
Laboratory Molded Bulk Specific Gravity	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	± 0.020
Stability	"Tex-208-F, Test for Stabilometer Value of Bituminous Mixtures"	5 points
Moisture	"Tex-212-F, Determining Moisture Content of Bituminous Mixtures"	± 0.2 mL
In-place Air Voids (Core)	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	$\pm 1.0\%$

NOTE: The above tolerances are to be used when comparison of test results is by split samples. A tolerance of plus or minus two (2) standard deviations shall be used when comparison of test results is by proficiency samples.

*The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results - the mean being the average of the two test results.

EXAMPLE: Plasticity Index	
Job Control test value	18
IA Test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.



Williamson County Road Bond Program
Construction Quality Control & Quality Assurance Program
Inspection Check Lists



Williamson County
Road Bond Program
Inspection Check Lists

Spec Item:	400 – Excavation & Backfill for Structures	Report No.:	_____
Description:	_____	Date:	_____
Location:	_____	Time:	_____

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Excavation and Backfill for Structures

Yes No NA

I. Excavation (400.3)

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Whenever excavating for installing structures across private property beyond the limits of the embankment, is the top soil removed prior excavation and kept separate and later replaced, as nearly as feasible, in its original position? | ☐ | ☐ | ☐ |
|---|--------------------------|--------------------------|--------------------------|

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 2. If trench excavation deeper than five (5) feet, is trench protection required? | ☐ | ☐ | ☐ |
|---|--------------------------|--------------------------|--------------------------|



Williamson County Road Bond Program Inspection Check Lists

	Yes	No	NA
3. When old or abandoned structures or foundations are encountered in the excavation, are they removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation? 	☐	☐	☐
4. During construction, did the contractor receive approval from the Engineer of Record before laying any structures in the presence of water? 	☐	☐	☐
5. If the excavation cannot be dewatered to the point where the subgrade is free of mud, was a concrete mixture with not less than three (3) sacks of cement per cubic yard (or other material approved by the Engineer of Record) placed a minimum of three (3) inches in depth in the bottom of the excavation? 	☐	☐	☐
6. For all culverts where the soil encountered at established footing grade is an unstable or incompressible material is the procedure shown in Item 400.3.A.4 followed unless other methods are called for in the plans? 	☐	☐	☐
7. Unless otherwise shown on the plans, are all sewer pipe structures constructed in an open cut with vertical sides to a point one (1) foot above the pipe? 	☐	☐	☐
8. Are all vertical sides sheeted and braced when necessary to maintain the required vertical excavation throughout the construction? 	☐	☐	☐
9. For pipe to be installed in a fill section was the embankment constructed to one (1) foot above the top of the pipe and then excavated for the pipe? 	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

	Yes	No	NA
10. Is the trench excavated to the width and elevations as shown in the plans? _____ _____	☐	☐	☐
11. Is the pipe, culvert, etc., properly centered in the trench? _____ _____	☐	☐	☐
II. Shaping and Bedding (400.3.B)			
1. For precast box sections and pipe, is the bedding in accordance with Item 400.3.B unless otherwise shown on the plans? _____ _____	☐	☐	☐
2. For precast pipe and box sections where cement stabilized backfill is indicated on the plans, is the excavation undercut a minimum 4 inches and backfilled with stabilized material to support the pipe at the required grade? _____ _____	☐	☐	☐
III. Backfill – General (400.3.C)			
1. Is backfill material free from stones of such size as to interfere with compaction, large or frozen lumps which will not break down readily under compaction; and wood or other extraneous material? _____ _____	☐	☐	☐
2. a. Is backfill in areas not supporting any portion of the completed roadbed, retaining wall or embankment, placed in layers not more than ten (10) inches in depth (loose measurement)? _____ _____	☐	☐	☐
b. Is backfill which will support any portion of the roadbed, retaining wall or embankment, placed in uniform layers not to exceed eight (8) inches in depth (loose measurement)? _____ _____	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Yes No NA

3. Is each layer of backfill material to the moisture content needed to obtain the required density?

☐ ☐ ☐

4. If a cohesionless material, such as sand, is used, is it compacted with vibratory equipment, water ponding or a combination of both?

☐ ☐ ☐

IV. Backfill – Bridge Foundations, Retaining Walls and Culverts (400.3.C.2)

1. Is the material used for backfilling free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and of a gradation that permits thorough compaction?

☐ ☐ ☐

2. Are mechanical tamps or rammers required when the structure being backfilled could sustain damage from other compacting operations?

☐ ☐ ☐

3. Are any special density requirements for backfill under or adjacent to structures met?

☐ ☐ ☐

V. Backfill – Pipe (400.3.C.3)

1. After the bedding and pipes have been installed as required, is the selected backfill materials brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and thoroughly compacted mechanically?

☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Yes No NA

2. Is the method of backfill in question 1 above continued in this manner to the top of pipe elevation and compacted in accordance with Item 400.3.C.1?

☐ ☐ ☐

VI. Cement Stabilized Backfill (400.3.C.4)

1. When required by plans, is cement stabilized backfill or flowable backfill placed equally along all sides of the structure, so as to prevent strain on or displacement of the structure; and are all voids filled?

☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Spec Item:	416 – Drilled Shaft Foundations	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

416 – Drilled Shaft Foundations

Yes No NA

I. Materials (416.2)

1. Did the Contractor incorporate materials into this project that meet the requirements of referenced items in Section 416.2? ☐ ☐ ☐

2. Does concrete for Drilled Shafts meet the requirements of Table 1 and Table 2 for concrete class and slump? ☐ ☐ ☐

3. If drilling slurry is used, does it meet the requirements of Table 3, as determined by Tex-130 E? ☐ ☐ ☐



Williamson County
Road Bond Program
Inspection Check Lists

Drilled Shaft Foundations – Item 416

Yes No NA

4. Do Chemical Admixtures meet the requirements of DMS-4620?

☐ ☐ ☐

II. Construction (416.3)

A. Excavation

1. When excavating, was satisfactory founding material encountered at plan elevation?

☐ ☐ ☐

If not, was the bottom of the shaft adjusted, or the foundation altered, as determined by the Engineer of Record, to satisfactorily comply with the design requirements?

2. Is the shaft vertical alignment measured and found to be within a tolerance of 1 inch per 10 feet of depth? **(Hold Point)**

☐ ☐ ☐

3. Is the center of shaft location measured and found to be not more than 1 inch from the horizontal position shown on the plans? **(Hold Point)**

☐ ☐ ☐

If not, was a structural review performed?

4. Did the Contractor provide suitable access and lighting for proper inspection of the completed excavation?

☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Drilled Shaft Foundations – Item 416

	Yes	No	NA
5. For abutment drill shafts, is the embankment at the bridge ends completed to grade and thoroughly compacted prior to drilling?	☐	☐	☐
B. Requirements for Slurry Displacement Method			
1. If the slurry method is used to construct drilled shaft, is slurry mixed at the project site or is it premixed in a reservoir adjacent to the excavation (not in the shaft excavation or other hole)?	☐	☐	☐
2. During and after drilling was a head of slurry maintained in the shaft excavation at or near ground level or higher as necessary to counteract ground water pressure?	☐	☐	☐
3. Just prior to placement of reinforcing steel, was an airlift or proper size cleanout bucket used to remove accumulated material on the bottom after the completion of drilling? (Hold Point)	☐	☐	☐
4. Was concrete placement started within 4 hours of shaft excavation? If not, was shaft reprocessed?	☐	☐	☐
5. Is the slurry agitated if the placement of concrete is delayed to keep it liquefied?			



Williamson County Road Bond Program Inspection Check Lists

Drilled Shaft Foundations – Item 416

C. Reinforcing Steel	Yes	No	NA
1. Is the cage of reinforcing steel completely assembled according to plans and placed in the drill shaft as a unit immediately prior to concrete placement? (Hold Point) _____ _____	☐	☐	☐
2. Where spiral reinforcement is used, is it tied to longitudinal bars (not welded) at a spacing not to exceed 24 inches? _____ _____	☐	☐	☐
3. In uncased shafts, are concrete spacer blocks or steel chairs placed at sufficient intervals to insure concentric spacing for the entire length of the cage? _____ _____	☐	☐	☐
4. In cased shafts, are steel chair spacers or bent pieces of steel bars placed at sufficient intervals to insure concentric spacing inside the casing? _____ _____	☐	☐	☐
5. Is the cage adequately supported to control vertical displacement and racking and distortion of the steel during concrete placement and/or extraction of the casing? _____ _____	☐	☐	☐
6. a. Is the elevation of the steel cage checked before and after concrete placement or after casing extraction when casing is used? _____ _____	☐	☐	☐
b. Did the downward movement of the steel not exceed 6 inches per 20 feet of shaft length? _____ _____	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Drilled Shaft Foundations – Item 416

	Yes	No	NA
c. Did the upward movement of the steel not exceed 6 inches? _____ _____	☐	☐	☐
d. Were the dowel bars checked for proper lap length between the shaft and column? _____ _____	☐	☐	☐
D. Concrete (Perform all work in accordance with the requirements of Item 420, “Concrete Structures”.)			
1. For dry shafts 24” in diameter or smaller, is concrete placed continuously through the entire length of the shaft through a suitable tube or tremie (limit freefall to 25 feet) to prevent segregation of materials? (Note: For dry shafts over 24” diameter concrete freefall is unlimited; use 3 foot drop tube.) _____ _____	☐	☐	☐
2. Does the elapsed time from the beginning of concrete placement into the cased portion of the shaft until the completion of extraction of the casing exceed one hour? _____ _____	☐	☐	☐
3. At the time the concrete is placed, is the excavated drill shaft free from accumulated seep water? _____ _____	☐	☐	☐
4. Has all loose material been removed from the bottom of the excavation prior to placing concrete? _____ _____	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Drilled Shaft Foundations – Item 416

	Yes	No	NA
E. Additional Requirements for Slurry Displacement or Underwater Concrete Placement Methods			
1. Is the concrete placed through a closed tremie or pumped to the bottom of the excavation?	☐	☐	☐
2. If a tremie is used, is it kept full of concrete and well submerged in the previously placed concrete at all times?	☐	☐	☐
How is this determined?			
3. During the placement of concrete was the tremie raised, as necessary, to maintain the free flow of concrete and the stability of any casing used?			
4. Was additional concrete placed to ensure the removal of any contaminated concrete at the top of the shaft?			
5. For pours over water, was a collar used to capture the slurry and the top portion of concrete flushed from the shaft?			
6. If the tremie seal (separating layer between the concrete and contaminated bottom hole material) is lost, was the tremie removed, the bottom resealed and the tremie re-inserted at least 5 feet below the new seal before continuing concrete placement?			



Williamson County
Road Bond Program
Inspection Check Lists

Drilled Shaft Foundations – Item 416

	Yes	No	NA
F. Load Testing			
1. If required, were the poured drill shafts load tested after curing in accordance with Item 405, “Foundation Test Load”?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Drilled Shaft Foundations – Item 416

Drilled Shaft Record Form No. 416

DRILLED SHAFT				BELL FTG.		Date Drilled	Casing Used	Drilling Mud	Slurry Plmt.	Remarks
No.	Dia. (in)	Top of Shaft Elev.	Length (ft)	Dia. (CY)	Vol. (CY)					
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Summary for Payment						Comments				
Total this sheet		Total this structure								
size of shaft	Length (ft.)	size of shaft	Length (ft.)							
Total Vol of Bells		Total Vol of Bells								



Williamson County
Road Bond Program
Inspection Check Lists

Drilled Shaft Foundations – Item 416

Signature/Date: _____



Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 420 – Concrete Structures Report No.:
Description: Date:
Location: Time:

QC Reviewer:

Results: ☐ Accepted ☐ Not Accepted

Remarks:

QC Reviewer Signature:

Concrete Structures

Yes No NA

I. Materials (420.2)

☐ ☐ ☐

1. Were concrete structures constructed from materials conforming to TxDOT's Department Material Specifications in accordance with Section 420.2?

II. Construction (420.4)

A. Schedule Restrictions



Williamson County Road Bond Program Inspection Check Lists

Concrete Structures – Item 420

	Yes	No	NA
1. Did the Contractor comply with the schedule restrictions of Section 420.4.A, prior to erecting forms, removing forms, placement of materials, equipment and bridge rail, opening to construction or full traffic, post-tensioning or backfilling, ensure the previously placed concrete attained the minimum compressive strength or curing time?	☐	☐	☐
B. Falsework and Forms			
1. Are the working drawings for forms and falsework signed and sealed by a Registered Professional Engineer, licensed in the state of Texas?	☐	☐	☐
2. Were the falsework and forms placed braced and alignments checked to ensure placement in accordance with the plans signed/sealed working drawings?	☐	☐	☐
C. Reinforcement (provided under Item 440)			
1. Was reinforcing steel supports welded to I-beams or girders or to reinforcing steel as shown in the plans?	☐	☐	☐
2. Is the installation of dowels and anchor bolts in accordance with Section 420.4.G.10?	☐	☐	☐
D. Placing Concrete - General			
1. Is the temperature of structural concrete at the time of placement between 50°and 95° F?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Structures – Item 420

	Yes	No	NA
2. Is the temperature of each truck load of concrete for bridge slabs and top slabs of direct traffic culverts being checked and is it between 50° and 85°F?	☐	☐	☐
3. Does the transporting time from the Batching Plant to the placing of concrete in the forms conform to the specification or requirements?	☐	☐	☐
4. If a pump is used to deliver concrete from the truck to the structure, is sampling for testing done at the discharge or was correlation testing performed and documented to ensure that specifications are met at the discharge end?	☐	☐	☐
5. Are all forms, pre-stressed concrete panels, T-beams and concrete box beams wetted thoroughly and remaining puddles of excess water removed prior to concrete placement?	☐	☐	☐
6. Does the method of handling, placing and consolidation of concrete minimize segregation of the concrete and displacement of the reinforcement?	☐	☐	☐
7. Does the concrete have a free fall of five (5) feet or less except in the case of thin walls or as specified otherwise?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Structures – Item 420

	Yes	No	NA
8. Is the concrete deposited in the forms in uniform layers not more than thirty-six (36) inches in thickness unless otherwise directed by the Engineer?	☐	☐	☐
9. Is the sequence of successive layers or adjacent portions of concrete such that they can be vibrated into a homogenous mass with the previously placed concrete before it sets?	☐	☐	☐
10. Is the construction sequence arranged so that cold joints in a monolithic placement is avoided?	☐	☐	☐
11. Is the concrete vibrated immediately after placement to consolidate the concrete and have the mortar flushed to the form surfaces?	☐	☐	☐
12. Is at least one stand-by vibrator provided for emergency use in addition to those required for placement?	☐	☐	☐
13. Is the rate of placement and finish satisfactory?	☐	☐	☐
14. Unless otherwise shown on the plans, for monolithic mass placements having a least dimension greater than five (5) feet, did the contractor submit a detailed plan to minimize temperature differential and meet the requirements of the Specification?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Structures – Item 420

	Yes	No	NA
E. Construction Joints			
1. Are all construction joints in bridge slabs of the type and at the locations shown on the plans?	☐	☐	☐
2. Are there additional bridge slab construction joints placed that are not shown on the plans?	☐	☐	☐
3. Was written authorization from the Engineer given for additional joints in these members?	☐	☐	☐
F. Placing Concrete in Cold Weather			
1. Is concrete placed only when the ambient temperature in the shade is 35°F and rising or above 40°F?	☐	☐	☐
2. Is the temperature maintained after placement in accordance with Section 420.4.G.11?	☐	☐	☐
G. Placing Concrete in Hot Weather			
1. Unless otherwise directed by the Engineer, is an approved retarding agent used in all concrete pours for superstructures and top slabs of direct traffic culverts when the air temperature is above 85°F?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Structures – Item 420

	Yes	No	NA
H. Placing Concrete in Water			
1. Are all classes of concrete placed under water, except Class E and Class SS, redesigned to contain an additional sack of cement per cubic yard?	☐	☐	☐
2. Is the concrete placed with a tremie meeting the requirements of Section 420.4.G.13, and is it not permitted to fall freely through the water nor disturbed after being placed?	☐	☐	☐
I. Placing Concrete in Superstructure			
1. For simple span bridge slabs, what type of finishing machine was used?	☐	☐	☐
2. If other than a mechanical longitudinal screed or a self-propelled transverse finishing machine was used, was approval given by the Engineer for small placements or unusual conditions?	☐	☐	☐
J. Finish of Bridge Slabs			
1. Did QC Reviewer witness the dry-run with the Contractor to ensure dead load deflection, screed profile, steel elevation, tying of rebar, armor joint elevation, depth of cover, etc. was checked?	☐	☐	☐
2. Was the concrete worked with a float to ensure a smooth finish?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Structures – Item 420

	Yes	No	NA
3. Did QC Reviewer perform sufficient checks with a 16-ft. straight edge on the plastic concrete to ensure final surface is within specified tolerances?	☐	☐	☐
4. Did QC Reviewer continue checking and floating until the deck surface was true to grade, free of depressions, high spots, voids and rough spots?	☐	☐	☐
5. Was the surface finish achieved by using a carpet drag, burlap drag or broom?	☐	☐	☐
6. Was the finished concrete surface coated within 10 minutes with a single application of evaporation retardant at the rate recommended by the manufacturer?	☐	☐	☐
7. Is the final bridge deck surface given a grooved steel tine finish approximately 1/8 to 3/16 inches deep approximately 1/8 inches wide, randomly spaced approximately 3/4 to 1 inch apart?	☐	☐	☐
8. Did the bridge deck finish meet the ride quality tolerance of 1/8 inch in ten (10) feet (10 feet straight edge test)?	☐	☐	☐
9. Was the bridge deck grooved by saw-cutting in accordance with Section 420.4.I?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Structures – Item 420

	Yes	No	NA
K. Curing Concrete			
1. Were the curing requirements of Item 420.4.J met? (Note: See Table 1 – Please note “Exceptions to 4-Day Curing?”)	☐	☐	☐
L. Removal of Forms and Falsework			
1. Did the Contractor remove the forms and falsework in accordance with Section 420.4.K?	☐	☐	☐
M. Ordinary Surface Finish			
1. Unless noted otherwise in the plans, did the exposed surfaces for the following items receive an ordinary finish in accordance with Section 420.4.M?			
a. Inside and top of inlets?	☐	☐	☐
b. Inside and top of manholes?	☐	☐	☐
c. Inside of sewer appurtenances?	☐	☐	☐
d. Inside of culvert barrels?	☐	☐	☐
e. Bottom of bridge slab between girders or beams?	☐	☐	☐
f. Vertical and bottom surfaces of interior concrete beams or girders?	☐	☐	☐
Note: Form marks and chamfer edges do not need to be smoothed for inside of culvert barrels and bottom of bridge slabs between girders or beams.			
N. Surface Finishes for Concrete (Item 427)			
1. Was the surface cleaned and patched in preparation to receive the finish coating as shown in the plans: was this work performed in accordance with the requirements of Item 427?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Structures – Item 420



Williamson County
Road Bond Program
Inspection Check Lists

Spec Item:	421 – Hydraulic Cement Concrete	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Portland Cement Concrete

Yes No NA

I. Materials (421.2)

1. Do the materials used in all mixed concrete placed on the job conform to TxDOT's Department Material Specifications and other requirements of Section 421.2?	☐	☐	☐
---	--------------------------	--------------------------	--------------------------

2. Is the concrete mix visually checked for uniformity from the beginning to the end of each load?	☐	☐	☐
--	--------------------------	--------------------------	--------------------------



Williamson County
Road Bond Program
Inspection Check Lists

Hydraulic Cement Concrete – Item 421

Yes No NA

II. Construction (421.4)

A. Classification and Mix Design

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Are the requirements for entrained air met as outlined in Section 421.4.A.4 (Table 7)? | ☐ | ☐ | ☐ |
| _____ | | | |
| _____ | | | |
| 2. Are the requirements of Table 8 – “Slump Requirements” being met? | ☐ | ☐ | ☐ |
| _____ | | | |
| _____ | | | |
| 3. Is the maximum water-cement ratio exceeded? | ☐ | ☐ | ☐ |
| _____ | | | |
| _____ | | | |
| 4. If question 3 is “yes”, is the ratio regularly exceeded; was a new design performed? | ☐ | ☐ | ☐ |
| _____ | | | |
| _____ | | | |
| 5. Is no water added to the concrete once discharge has begun to ensure that the maximum water-cement ratio is not exceeded? | ☐ | ☐ | ☐ |
| _____ | | | |
| _____ | | | |

B. Job Testing and Documentation

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Was the concrete checked at the beginning of the load for slump or entrained air to prohibit placement of non-conforming material? | ☐ | ☐ | ☐ |
| _____ | | | |
| _____ | | | |
| 2. Is the required job site testing (strength, slump, entrained air, concrete temperature, etc.) being performed at the required frequency using proper TxDOT testing methods? | ☐ | ☐ | ☐ |
| _____ | | | |
| _____ | | | |



Williamson County Road Bond Program Inspection Check Lists

Hydraulic Cement Concrete – Item 421

	Yes	No	NA
3. Are the concrete tickets properly completed? _____ _____	☐	☐	☐
4. Is the amount of water withheld (based on the design water-cement ratio) at the plant shown on the concrete ticket? _____ _____	☐	☐	☐
5. If concrete is pumped, where is sampling and testing being performed? _____ _____	☐	☐	☐
6. Were comparison tests recorded between the haul unit and the point of unit discharge after pump? _____ _____	☐	☐	☐
C. Truck Mounted Paving Mixers and Transit Mix Trucks			
1. Is each truck delivered concrete batch mixed not less than 70 nor more than 100 revolutions of the drum at the mixing speed designated by the manufacturer to produce a uniform concrete mix? _____ _____	☐	☐	☐
2. When water is added at the job site, is the batch mixed a minimum of 25 revolutions at mixing speed? _____ _____	☐	☐	☐



Concrete Batch Ticket

Ticket No:

Date:

Material Information

MAT'L	Identification*	Am't Batched
AEA		oz.
RA		oz.
WRA		oz.
		oz.
CA ₁		lbs.
CA ₂		lbs.
FA ₁		lbs.
Cement		lbs.
Fly Ash		lbs.
		lbs.
		lbs.
		lbs.

AT PLANT									
Plant	Des. No.				Truck No.				
CY	County	Project		CCSJ					
Class	Air Temp	°F	Mixer Chg'd.		☐ AM	MAX TIME			
					☐ PM				
*%Moist	CA ₁	CA ₂	CA ₃	CA ₄	FA ₁	FA ₂			
Water:	Added (gal).		Ice. (lbs)		Max. (gal)				
Rev. Const.:	Beg.	End			Mix Rev.				
Remarks									
Plant Inspector Signature									
AT JOBSITE									
Structure									
Location in Str.									
Water	Added (gal).		Ice (lbs).						
Rev. Constr.	Beg.	End.			Mix Rev.				
*Slump	*%Air	*Conc. Temp	°F	*Unit Weight		Lbs/ft ³			
*Bm. Or Cyl. Nos	Target Value	psi	Mixer Unloaded		☐ AM	☐ PM			
Remarks									
Plant Inspector Signature									



Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 422 – Reinforced Concrete Slab Report No.:
Description: Date:
Location: Time:

QC Reviewer:

Results: ☐ Accepted ☐ Not Accepted

Remarks:

QC Reviewer Signature:

Reinforced Concrete Slab

Yes No NA

I. Materials (422.2)

1. Are the materials furnished by the Contractor in accordance with the referenced Items of work and meet the requirements of Section 422.2? ☐ ☐ ☐

II. Construction (422.3)

A. Pre-placement

1. Is all placing, finishing and curing equipment in place and operational? ☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Reinforced Concrete Slab – Item 422

	Yes	No	NA
2. Has a dry runoff the equipment been done? _____ _____	☐	☐	☐
3. Has the proper clear cover for the rebar been checked? _____ _____	☐	☐	☐
4. Does screed clear at the armor joints? _____ _____	☐	☐	☐
5. Are drains and grates at plan location and elevation? _____ _____	☐	☐	☐
6. Is sufficient plastic and curing blankets available in case of inclement weather after the pour begins? _____ _____	☐	☐	☐
7. Are forms, deck panels, beams and every element that the fresh concrete will come in contact with properly wetted? _____ _____	☐	☐	☐
B. During Placement			
1. Has placement begun at the low end on spans with a profile grade of 1.5% or more? _____ _____	☐	☐	☐
2. Are proper clear cover depths being checked at the frequency shown in the Test Guide Schedule? _____ _____	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Reinforced Concrete Slab – Item 422

	Yes	No	NA
3. Is concrete being placed between exterior and adjacent beams prior to placing concrete on overhangs? _____ _____	☐	☐	☐
4. Is the application of evaporation retardant and curing compound being applies at the times required by specification and at the rates identified by the manufacturer? _____ _____	☐	☐	☐
C. Post Placement			
1. Is the final surface within specification tolerances when checked with a 16-ft straightedge? _____ _____	☐	☐	☐
2. Has concrete attained a compressive strength in accordance with Section 420.4.A and Table 5 of Section 421.4 prior to removing forms or introducing loads? _____ _____	☐	☐	☐
3. If deck grooves are saw cut, were they installed in accordance with Section 420.4.I? _____ _____	☐	☐	☐



Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 423 – Retaining Wall Report No.:
Description: Date:
Location: Time:

QC Reviewer:

Results: ☐ Accepted ☐ Not Accepted

Remarks:

QC Reviewer Signature:

Retaining Wall

Yes No NA

I. Materials (432.2)

1. Do the materials furnished by the Contractor meet the requirements of the referenced Items of work and other requirements of Section 432.2?

2. For non-reinforced cast-in-place, was “Class A” concrete used?

☐ ☐ ☐

3. For reinforced cast-in-place, was “Class C” concrete used?

☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Retaining Wall – Item 423

	Yes	No	NA
4. Are precast panels fabricated with “Class H” concrete with compressive strength breaks of 4,000 psi or greater?	☐	☐	☐
5. If machine-made concrete block units are used, were they cast in accordance with ASTM C-90, Class 1, Type II and meet the 28-day compressive strength of 4,000 psi with maximum moisture absorption of 7%?	☐	☐	☐
6. If machine-made concrete block units are used, were they sampled and tested in accordance with ASTM C-140 and are the molded dimensions within 1/8” tolerance, except where height must be within 1/16”?	☐	☐	☐
7. For filter fabric used in the Retaining Wall System, is it UV-resistant and does the material meet the requirements of DMS-6200?	☐	☐	☐
8. Are approved joint fillers, pads, waterstops, etc. used as shown in the plans?	☐	☐	☐
9. Does the retaining wall design service life meet the requirements of Section 423.3B?	☐	☐	☐
10. Does the backfill material conform to the gradation and other requirements stated in the plans and/or Item 423.C.2: Table 2 and Item 423.3.C.3: Table 3?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Retaining Wall – Item 423

II. Construction (423.2)

Yes No NA

1. Is the foundation for the structure graded level and compacted with a roller approved prior to wall construction? (Hold Point)

☐ ☐ ☐

2. Are any foundation soils found to be unsuitable removed and replaced?

☐ ☐ ☐

3. Is filter fabric placed behind all wall joints, and at the intersection of retaining walls with other structures, including riprap?

☐ ☐ ☐

4. Does the filter fabric cover joints a minimum of 6 inches on each side and is it positively held in place?

☐ ☐ ☐

5. As select fill material is placed behind the wall panels, are the panel alignments maintained by acceptable bracing methods?

☐ ☐ ☐

6. Do vertical tolerances and horizontal alignment tolerance not exceed $\frac{3}{4}$ " when measured along the wall with a 10-foot straight edge?

☐ ☐ ☐

7. Is the overall vertical tolerance of the wall (plumbness from top to bottom) within $\frac{1}{2}$ " per 10-feet of wall height?

☐ ☐ ☐

8. Does the backfill placement closely follow the erection of each lift of panels, and is it placed in 8" lifts and compacted to 95% of density?

☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Retaining Wall – Item 423

	Yes	No	NA
9. At each reinforcement level, is the backfill leveled and compacted before placing the reinforcement? 	☐	☐	☐
10. Is adjacent embankment placed to approximately the same level as the backfill material? Note: Do not create a continuous, distinct, vertical joint between the select and embankment backfill. 	☐	☐	☐
11. Is compaction in the 3-foot strip adjacent to the backside of the wall accomplished with hand operated or walk-behind compacter? 	☐	☐	☐
12. If rock backfill is used as select material, was a filter fabric layer placed before placing the last 2 feet of backfill immediately below the pavement structure or top of wall? Note: Overlap splices by at least 18". 	☐	☐	☐
13. Does the upper 2 feet of rock backfill contain no stones larger than 3" in their greatest dimension and is it composed of material with sufficient fines to fill the voids in a compacted state? 	☐	☐	☐
14. Is the wall being constructed in accordance with the details shown on the plan sheets and/or construction drawings? 	☐	☐	☐
15. If construction drawings are used to show the construction details, does the Reviewer have (or have access to) a copy of these drawings? 	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Retaining Wall – Item 423

	Yes	No	NA
16. Are proper spacers provided between panels?	☐	☐	☐
17. Is grading and drainage maintained adjacent to the wall during construction?	☐	☐	☐
18. If temporary MSE walls are used, were the walls constructed in accordance with Section 423.3.F requirements?	☐	☐	☐
19. If Concrete Block Retaining Walls are used, were the walls constructed in accordance with Section 423.3.G?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Spec Item:	425 – Precast Pre-stressed Concrete Structural Members	Report No.:	
Description:		Date:	
Location:		Time:	
QC Reviewer:			
Results:	☐ Accepted	☐ Not Accepted	
Remarks:			
QC Reviewer Signature:			

Precast/Pre-stressed Concrete Structural Members	Yes	No	NA
I. Materials (425.2)			
1. Do the materials incorporated in the Precast Pre-stressed Concrete Structural Members conform to the reference items of work, TxDOT's Department Material Specifications and other requirements of Section 425.2?	☐	☐	☐
2. Did the Contractor provide manufacturer's certifications for bedding strips and use adhesives or bonding agents as recommended by the polystyrene manufacturer?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Precast Pre-stressed Concrete Structural Members – Item 425

	Yes	No	NA
II. Construction (425.3)			
1. Are beams, bridge deck panels and bearing pads approved by TxDOT and is the TxDOT stamp on them?	☐	☐	☐
2. Do beams have any signs of damage such as cracks, spalling and/or “honeycombs”?	☐	☐	☐
3. Are dimensions correct?	☐	☐	☐
4. During erection of beams, did the Contractor securely tie or brace all beams in accordance with minimum erection and bracing standards?	☐	☐	☐
5. Are any safety hazards apparent (power lines, traffic hazards or other construction activities)?	☐	☐	☐
6. Have beams been erected to proper alignment as shown on the plans?	☐	☐	☐
7. Are beams positioned with the proper clearance from the abutment back-wall and adjacent beam?	☐	☐	☐



Williamson County
Road Bond Program
Inspection Check Lists

Spec Item:	440 – Reinforcing Steel	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Reinforcing Steel

Yes No NA

I. Materials (440.2)

1. Does the reinforcing steel to be welded comply with ASTM A706 or have a carbon equivalency of not more than 0.55%? ☐ ☐ ☐

2. Do the electrodes used for welding conform to the requirements of Item 448.2 for the type of reinforcing steel used? ☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Reinforcing Steel – Item 440

	Yes	No	NA
3. Does the person performing the welding operation have welder certification paper issued by TxDOT that covers the type of work he/she is performing? (448.4)	☐	☐	☐
4. Is an oven used to dry and store electrodes with low hydrogen coverings for the times and at the temperatures required? (448.4.C)	☐	☐	☐
5. Is the rebar used on the job from an approved Mill as required by Section 440.2.A?	☐	☐	☐
6. Unless otherwise shown on the plans, is the deformed rebar Grade 60 as required by Section 440.2.B?	☐	☐	☐
7. For Epoxy Coated Rebar, is the coated reinforcing steel in accordance with Table 3 (440.2.F)?	☐	☐	☐
8. Are mechanical couplers used when reinforcing steel is spliced?	☐	☐	☐
9. Are all couplers furnished by the Contractor produced by a pre-qualified manufacturer? (DMS-4510)	☐	☐	☐
10. Before being used, are the couplers sampled and tested as required in Item 440.2.G and do they meet all requirements? (DMS-4510)	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Reinforcing Steel – Item 440

	Yes	No	NA
II. Construction (440.3.C)			
1. Is steel reinforcement adequately stored above the surface of the ground upon platforms, skids or other supports and protected from damage and deterioration? _____ _____	☐	☐	☐
2. In final placement, is the reinforcement free from dirt, paint, grease, oil or other foreign materials and from defects such as cracks and delaminations? _____ _____	☐	☐	☐
3. Are lap-splice, weld-splice, or mechanically spliced bars placed as shown on the plans and meet the requirements of Section 440.3.D and Table 5 “Minimum Lap Requirements by Bar Size”? _____ _____	☐	☐	☐
If not, was written approval given by the Engineer for additional splices? _____ _____			
4. In the plane of the steel parallel to the nearest surface of concrete, do the bars vary from plan placement by not more than 1/12 of the spacing between bars? _____ _____	☐	☐	☐
5. In the plane of the steel perpendicular to the nearest surface of concrete, do the bars vary from plan placement by not more than 1/4”? _____ _____	☐	☐	☐
6. Is the depth of cover (concrete) to the nearest surface of steel at least 1” unless otherwise shown on the plans? _____ _____	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Reinforcing Steel – Item 440

	Yes	No	NA
7. For bridge slabs, is the clear cover tolerance for the top mat of reinforcement 0" to 1/2"?	☐	☐	☐
8. Are bars of the proper size, location and quantity as shown on the plans?	☐	☐	☐
9. a. What type of bar supports are used?	☐	☐	☐
b. Are the bar supports adequate in strength and number to hold the reinforcement in place, before and during concrete placement?	☐	☐	☐
If not, is concrete placement halted until corrective measures are taken?			
c. If individual bar supports are used, are they placed in rows at 4 ft. maximum spacing?	☐	☐	☐
d. If continuous type bar supports are used, are they placed in rows at 4 ft. maximum spacing?	☐	☐	☐
e. Are continuous type bar supports used when permanent metal deck forms are used?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Reinforcing Steel – Item 440

	Yes	No	NA
10. Are all accessories used with epoxy coated reinforcement such as tie wires, bar chairs, supports or clips made of steel, fully coated with epoxy or plastic? 	☐	☐	☐
11. Has all visible damage to the coating been repaired in accordance with Section 440.3.F.3 before the reinforcement is used? 	☐	☐	☐
12. Is any cutting of coated reinforcement done only by sawing or shear cutting with permission of the Engineer? 	☐	☐	☐
13. Have all cut ends been coated before the reinforcement is used? 	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Spec Item:	442 – Metal for Structures	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Metal for Structures

Yes No NA

I. Materials (442.2)

A. Non-Bridge Structures:

1. Was the structural steel delivered and used within the project tested in accordance with ASTM A370? ☐ ☐ ☐

2. Does the type and grades of steel used by the Contractor in accordance with the listing in Section 442.2.2.A or as shown on the plans? ☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Metal for Structures – Item 442

Yes No NA

3. Have tension members and other components listed in Section 442.2.2.B been impact tested and do the test results conform with the Charpy V-notch (CVN) requirements of Table 1 within the above stated section?

☐ ☐ ☐

B. Other Components such as Shear Connectors, Anchors, Fasteners, Slip-resistant Deck Plates and Rail Posts:

1. Do the materials supplied to the project under this section have a certification of material properties from the manufacturer?

☐ ☐ ☐

2. Do the materials meet the ASTM requirements as shown in Section 442.2.3 per category description and tested in accordance with section requirements?

☐ ☐ ☐

C. Forgings, Castings and Extrusions (442.2.B, C, D, E, F, G):

1. Do the components under this category meet the ASTM, class, grade and/or alloy-temper as required in accordance by Section 442.2.B, C, D, E, F, G?

☐ ☐ ☐

II. Construction Methods (442.3)

1. Was the structural metal fabricated, welded and erected in accordance with Item 441, “Steel Structures”; Item 447, “Structural Bolting; Item 448, “Structural Field Welding”; and applicable AWS welding codes?

☐ ☐ ☐

2. Were the fabricated and erected structural metal members painted in accordance with Item 446, “Cleaning and Painting Steel”?

☐ ☐ ☐



Williamson County
Road Bond Program
Inspection Check Lists

Metal for Structures – Item 442

Yes No NA

3. When specified in the plans, was the fabricated steel items galvanized in accordance with Item 445, “Galvanizing”?

☐ ☐ ☐

4. Were field repairs to the painting or galvanizing of fabricated and erected steel items performed in accordance with Item 446, “Cleaning and Painting” or Item 445, “Galvanizing”?

☐ ☐ ☐



Williamson County
Road Bond Program
Inspection Check Lists

Spec Item:	462 – Concrete Box Culverts & Storm Drains	Report No.:	
	464 – Reinforced Concrete Pipe		
Description:		Date:	
Location:		Time:	

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____ :

Concrete Box Culverts & Storm Drains/Reinforced Concrete Pipe

Yes No NA

I. Materials (462.2 and 464.2)

A. Reinforced Concrete Pipe, Concrete Box Culverts and Storm Drains

1. Were the individual sections of pipe or pre-cast boxes inspected and rejected if they do not have the Division of Materials and Tests monogram on them?

☐ ☐ ☐

2. For cast-in-place or pre-cast box culverts and storm drains, do the materials and method of fabrication comply with the requirements of Section 462.2.A, B?

☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

	Yes	No	NA
3. For cast-in-place box culverts and storm drains, during fabrication, did test specimens meet the requirements of Item 421, “Hydraulic Cement Concrete”; Item 440, “Reinforcing Steel” and conform to the requirements of Item 420, “Concrete Structures”?	☐	☐	☐
4. Were the individual sections of pipe or pre-cast boxes inspected at the project site and repaired or rejected if any of the defects are found?	☐	☐	☐
5. Were pre-cast sections inspected to ensure they meet the tolerance in accordance with Section 462.2.F?	☐	☐	☐
6. Are cracks which extend into the plane of the reinforcing steel repaired in an approved manner?	☐	☐	☐
7. Are small damaged or honeycombed areas which are purely surface in nature repaired to the satisfaction of the Engineer?	☐	☐	☐
8. Are precast sections stored on level blocking in a manner acceptable to the Engineer?	☐	☐	☐
9. Are lifting holes larger than 3” diameter?	☐	☐	☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

B. Jointing Materials

Yes No NA

1. For all jointing materials except mortar, has the Contractor furnished the Engineer the Manufacturer's Certificate of Compliance that complies with the requirements in Section 464.2.I?

☐ ☐ ☐

II. Construction (462.3 and 464.3)

A. Laying Pipe and Pre-cast Boxes

1. Unless otherwise authorized by the Engineer, did the Contractor start the laying of pipe or present boxes on the bedding at the outlet end with the spigot or tongue pointing downstream and proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grade?

☐ ☐ ☐

2. Is proper equipment provided for hoisting and lowering the sections of pipe or pre-cast boxes into the trench without disturbing the bedding and the sides of the trench?

☐ ☐ ☐

3. Are the ends of the pipe or precast boxes carefully cleaned, if necessary?

☐ ☐ ☐

4. Is the pipe or pre-cast boxes fitted and matched so that when laid in the bed, it forms a smooth uniform conduit?

☐ ☐ ☐

5. Are multiple installations of reinforced concrete pipe (RCP) laid with the center lines of individual barrels parallel?

☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

Yes No NA

6. Unless otherwise shown on the plans for multiple installations for RCP, are the clear distances between outer surfaces of adjacent pipes as shown in Item 464.3.B (Table 5)?

☐ ☐ ☐

7. Is the area for placement of structures excavated, shaped and the structures bedded and backfilled in accordance with Item 400, “Excavation and Backfill Structures”?

☐ ☐ ☐

8. Unless otherwise shown on the plans or permitted in writing by the Engineer, did heavy earth moving equipment haul over the structure before a minimum of 4-feet of compacted fill was placed over the top of the structure?

☐ ☐ ☐

9. Is pipe or pre-cast boxes damaged by the Contractor’s equipment removed and replaced or repaired by an approved method by the Engineer?

☐ ☐ ☐

B. Jointing for Pipes, Concrete Box Culverts and Storm Drains

1. Does the mortar consist of one part cement, two parts sand, and sufficient water to make a plastic mix?

☐ ☐ ☐

2. Are the structure ends cleaned and wetted before making the joint?

☐ ☐ ☐

3. After the structures are tightly jointed, is the mortar packed into the joint from both inside and outside the structure, and then the inside finished smooth and flush with adjacent joints of structure?

☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

Yes No NA

4. Are mortar joints cured by keeping the joints wet for at least 48 hours or until the backfill operation begins after the mortar joint has cured for at least 6 hours?

☐ ☐ ☐

5. Is no mortar jointing done when the atmospheric temperature is at or below 40°F?

☐ ☐ ☐

6. Are mortared joints protected against freezing by backfilling or other approved methods for at least 24 hours?

☐ ☐ ☐

C. Joints using Cold-Applied, Plastic Asphalt Sewer Joint Compound

1. Are both ends of the structure clean and dry at the time the joint is made?

☐ ☐ ☐

2. Was a ½” thick layer of the compound troweled or otherwise placed in the groove end of the structure covering not less than two-thirds of the joint face around the entire circumference before the tongue end of the next structure is shoved home with sufficient pressure to make a tight joint?

☐ ☐ ☐

3. After the joint is made, is any excess mastic projecting into the structure removed?

☐ ☐ ☐

D. Joints Using Rubber Gasket

1. Where rubber gasket joints are required by the plans, is the joint assembly made according to the recommendations of the gasket manufacturer?

☐ ☐ ☐



Williamson County Road Bond Program Inspection Check Lists

Concrete Box Culverts & Storm Drains – Item 462 Reinforced Concrete Pipe – Item 464

Yes No NA

2. When using rubber gaskets, are the joints water tight?

☐ ☐ ☐

E. Joints Using Pre-formed Flexible Joint Sealants

1. Are the joints placed according to the procedure shown in Article 464.3.C.4 and the manufacturer's recommendations?

☐ ☐ ☐

2. Is the joint sealer placed in such manner that no dirt or other deleterious materials will come in contact with the joint sealing material?

☐ ☐ ☐

3. When the atmospheric temperature is below 60°F, are plastic joint seal gaskets either stored in an area warmed to above 70°F or artificially warmed to this temperature in a manner satisfactory to the Engineer?

☐ ☐ ☐

F. Connections and Stub Ends for Pipes, Concrete Box Culverts and Storm Drains

1. Is the bottom of existing structures mortared or concreted if necessary to eliminate any drainage pockets created by the connections?

☐ ☐ ☐

2. Is any damage to the existing structure resulting from making the connection satisfactorily repaired by the Contractor?

☐ ☐ ☐

3. Unless otherwise shown on the plans, are the connections between concrete pipe and corrugated metal pipe made with a suitable concrete collar having a minimum thickness of 4"?

☐ ☐ ☐



Williamson County
Road Bond Program
Inspection Check Lists

Concrete Box Culverts & Storm Drains – Item 462
Reinforced Concrete Pipe – Item 464

	Yes	No	NA
4. Are stub ends, for connections to future work not shown on the plans, finished by installing watertight plugs into the free end of the pipe? _____ _____	☐	☐	☐
5. For precast boxes, fill lifting holes with mortar or concrete and cure or precast concrete mortar plugs may be used. Have the holes been filled accordingly prior to backfill? _____ _____	☐	☐	☐

APPENDIX B

GUIDE SCHEDULE OF SAMPLING AND TESTING



GUIDE SCHEDULE OF SAMPLING AND TESTING

AUGUST 2010

Using the Guide Schedule

Research of sampling and testing rates listed for project tests in the following Guide Schedule show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing at the start of production is to insure that the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications, the "Materials Directory" and SiteManager's "Assistant," and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE: For non-exempt federal-aid (Federal Letter of Authority [FLOA]) projects, use the ["Letter of Certification of Materials Used"](#) to document reasons for material acceptance when a test fails. For all other projects, document the justification and explanation for acceptance of materials that fail project tests in the project file.

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mixed asphalt is contained in Tex-225-F, Random Selection of Bituminous Mixture Samples, and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

Since the Department performs all project acceptance testing, Contractor test results are not used in the acceptance decision. As such, the Department is verifying the quality of the product as opposed to the quality of the Contractor's test result.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule, effective August 2010, is applicable to all contracts associated with the 2004 Standard Specifications.

GUIDE SCHEDULE OF SAMPLING AND TESTING (Per Contract)

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY (F)	For type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY (F)	
	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 10,000 CY (F)	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer.
	Moisture/Density	Tex-114-E	During stockpiling operations, from completed stockpile, or project site (B)		Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material.
	In-place Density (A)	Tex-115-E	As designated by the Engineer	Fill: each 5,000 CY min. 1 per lift. (F)	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
				Cut: each 6,000 LF (F)	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	
RETAINING WALL (SELECT BACKFILL)	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY (F)	
	Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY (F)	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423.
	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY (F)	

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

MATERIAL OR PRODUCT	PROJECT TESTS			REMARKS
	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)
RETAINING WALL (SELECT BACKFILL) (continued)	Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	As directed by the Engineer
	In-place Density (A)	Tex-115-E	As designated by the Engineer.	One per backfill lift, per wall
				Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY (F)
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY (F)
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY (F)
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY (F)
	Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY (F)
	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY (F)
	In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min. 1 per lift (F)
	Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3,000 CY (F)
				Not required where survey grade control documents compliance.

This is a guide for **minimum** sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

		PROJECT TESTS			REMARKS
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY (F)	When central mix site or plant is used, windrow sampling may be waived.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY (F)	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY (F)	
	Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY (F)	As required by the plans.
	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY (F)	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
TREATED SUBGRADE AND BASE COURSES	In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min. 1 per lift (F)	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
	Compliance with DMS-6350		During delivery to project	Hydrated Lime: 1 Per Project Commercial Lime Slurry: each 200 tons of lime (F) Carbide Lime Slurry: each 100 tons of lime (F) Quick Lime: 1 Per Project	All lime sources must be on TxDOT's Lime Quality Monitoring Program as described in DMS-6330. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer.
	Compliance with DMS-4600		Railroad car, truck, or cement bins	Each 2,000 bbls. for each type and brand (F)	Sampling and testing may be waived when the source is listed in the current Material Producer List for Cement. (C)
	Compliance with DMS-4615		Project samples at location designated by the Engineer	1 per Project	Only materials from CSTM&P approved sources listed in the Material Producer List for Fly Ash will be accepted. (C)

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

		PROJECT TESTS			REMARKS
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
TREATED SUBGRADE AND BASE COURSES (continued)	Pulverization Gradation	Tex-101-E Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained.
	Moisture-Density	Tex-120/121-E (Part I), or Tex-127-E	Completed stockpile or roadway prior to placement (E)	Each 20,000 CY (F)	At the beginning of the project, determine the appropriate moisture/density curve for each different or notable change in material. If design is done prior to the project, test may be waived.
	Soil-Cement Testing Soil-Lime Testing	Tex-120-E (Part II) Tex-121-E (Part II)	From roadway windrow after treatment	As necessary for control	Perform Tex-120-E Part II on Cement, Fly Ash and Lime-Fly Ash treated materials, and Tex-121-E on Lime treated materials. Verifies Da value obtained at beginning of project. At the discretion of Engineer.
	In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min 1 per lift (F)	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
	Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3,000 CY (F)	Not required where survey grade control documents are used for compliance

TABLE I – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B - Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D - For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E - The Engineer will sample from the completed stockpile at the source and test prior to placement.
F - Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)

		PROJECT TESTS			REMARKS
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	
AGGREGATE	Gradation (A)	Tex-200-F Part I	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY (E)	
	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY (E)	
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY (E)	
	Wet Ball Mill or L. A. Abrasion (A)	Tex-116-E or Tex-410-A	During stockpiling operations, from completed stockpile, or prior to mixing	Each 20,000 CY (E)	When L. A. Abrasion is specified, tests are not required when the published value of the source, as listed in the current Material Producer list for CRSQC , meets the project specifications. (B)
	Coarse Aggregate Angularity (A)	Tex-460-A Part I	During stockpiling operations, from completed stockpile, or prior to mixing	1 per project per source	Not required for crushed stone sources.
	Sand Equivalent	Tex-203-F	Hot aggregate bins, feeder belt, or stockpile	1 per project per source	When designated by the Engineer, test may be run on combined aggregates when multiple sources are used.
	Decantation	Tex-217-F Part II	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY (E)	Required only for RAP and recycled aggregate.
LIME	Compliance with DMS-6350		During delivery to project	Hydrated Lime: 1 Per Project. Commercial Lime Slurry: each 200 tons of lime (E) Carbide Lime Slurry: each 100 tons of lime (E) Quick Lime: 1 Per Project (C)	On projects requiring less than 50 tons, material from CSTM&P approved sources may be accepted on the basis of Producer's Certification without sampling.
ASPHALT BINDER	Compliance with Item 300 – Binder and Tack Coat		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer.	One each for binder and tack coat per project, per grade, per source.	Test at least one sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binder at hot mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)

		PROJECT TESTS			REMARKS
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	
COMPLETE MIXTURE	Laboratory Density and/or Strength (A)	Tex-126-E	Plant or road (D)	20,000 CY (25,000 tons) (E)	
	Percent Asphalt (A)	Tex-236-F	Plant or road (D)	Each 1,500 CY (2,000 tons) or days production (E)	Determine correlation factors for ignition oven at a minimum of one per project.
	In-Place Density (A)	Tex-207-F	As designated by the Engineer (D)	Each 2,500 CY (3,000 tons) (E)	Not required for ordinary compaction or when air void requirements are waived.
	Moisture Susceptibility	Tex-530-C	As designated by the Engineer	1 per project, per design	This test may be waived, when shown on the plans.
	Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3,000 CY (E)	May be waived for level-up courses over existing pavement surfaces

TABLE IA – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B - Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D - For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E - Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II – SURFACE TREATMENTS

MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
AGGREGATE	Gradation (A)	Tex-200-F, Part I	At source or at point of delivery	One each 1,000 CY (D)	Rate may be reduced to one each 2,000 CY if the Engineer approves a contractor quality control plan.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per 20,000 CY (D)	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per 20,000 CY (D)	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. (B)
	Surface Aggregate Classification (A)	Tex-612-J Tex-411-A	Stockpile	1 per 20,000 CY (D)	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY (D)	Same as above. Required only for lightweight aggregate.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY (D)	Same as above. Required only for lightweight aggregate.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY (D)	Same as above. Required only for lightweight aggregate.
	24 hr Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY (D)	Same as above. Required only for lightweight aggregate.
	Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per 20,000 CY (D)	Only required for crushed gravel.
	Deleterious Material (A)	Tex-217-F Part II	Stockpile	1 per 10,000 CY (D)	
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY (D)	
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer.	
	Micro Deval	Tex-461-A	Stockpile	1 per project	Test not used for acceptance. Compare result to published value listed in the current Material Producer List for BRSQC . Submit sample to CSTM&P for Soundness and LA Abrasion testing when results differ by more than 3% points.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II – SURFACE TREATMENTS				
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS	
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)
PRECOATED AGGREGATE	Asphalt Content	Tex-236-F	Stockpile	Frequency as directed by the Engineer when a target value is specified.
ASPHALT	Compliance with Item 300		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer from the distributor or transport.	1 per project, per grade, per source
				Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

TABLE II – FOOTNOTES	
A -	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B -	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C -	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D -	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, DC, CO, K, LMC, or SS)

MATERIAL OR PRODUCT		PROJECT TESTS			REMARKS
		TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	
COARSE AGGREGATE		Decantation (B)	From stockpile at concrete plant	Each 20,000 CY of concrete (each source) (E)	Test combined aggregate when used. At the beginning of the project, one test will be made for each 500 CY of concrete until three consecutive passing tests are obtained. The first test must be performed at the beginning of project production. Then frequency of testing can be reduced to one test per 1,000 CY of concrete.
		Sieve Analysis (A) (B)		Each 1,000 CY of concrete (each source) (E)	
		Deleterious Materials (B)		1 per project or as necessary for control	
		Los Angeles Abrasion (A) (B)		Two, each source	
		5-cycle Magnesium Sulfate Soundness (A) (B)		Two, each source	
FINE AGGREGATE		Sand Equivalent (B)	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used.
		Organic Impurities (B)		1 per project, per source	
		Sieve Analysis (A) (B)		Each 1,000 CY of concrete (each source) (E)	
		Fineness Modulus (B)		1 per project or as necessary for control	
		Deleterious Material (B)		1 per project or as necessary for control	
MINERAL AGGREGATE		Acid Insoluble Residue (A) (B)	From stockpile or silo at concrete plant	Two, each source	Only for concrete subject to direct traffic. Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. (C)
		Sieve Analysis (A)		Two, each source	
		Compliance with DMS-4630 (A)		Each 1,000 bbls. (For each type and brand) (E)	

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, DC, CO, K, LMC, or SS)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		
			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
METAKAOLIN	Compliance with DMS-4635 (A)		Railroad car, truck or silos	Each 1,000 bbls. (For each type and brand) (E)	
MIX DESIGN	Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed in the Material Producer List. If not, sample and submit to CSTM&P for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
JOINT MATERIAL	Compliance with DMS-6300		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Joint Sealers. (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Concrete Curing Compounds. (C)
	% Solids	ASTM D 2369	Sampled at jobsite	1 per project	Sample from spray nozzle or from storage container. Ensure container has been agitated and mixed prior to sampling.
EVAPORATION RETARDANTS	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer list for Evaporation Retardants. (C)
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified	Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.		Only materials from CSTM&P approved sources listed in the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. (C)
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by CSTM&P	3 couplers per lot (500 couplers) for each type, model, bar size and grade	Only materials from CSTM&P approved sources listed in the Material Producer List for Mechanical Couplers will be accepted. (C)
LATEX	Compliance with DMS-4640 for concrete chemical admixtures		Sampled at jobsite.	Min. of 1 test per project	
WATERSTOP	Compliance with DMS-6160, unless otherwise shown on plans				This material is approved at the job site by the Engineer on a basis of certification. No testing is required.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by CSTM&P.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Epoxies and Adhesives. (C)

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, DC, CO, K, LMC, or SS)				
MATERIAL OR PRODUCT	PROJECT TESTS			REMARKS
	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days) (E)
	Slump	Tex-415-A		1 test per 4 strength specimens
	Entrained Air (A)	Tex-416-A or Tex-414-A		
	Temperature of Concrete (A)	Tex-422-A		
	Slab Thickness and Depth of Reinforcement	Tex-423-A Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	Min. 6 – Max. 18 per span, as per test method. Record locations and dimensions and place in project records.
Sampling must be in accordance with Tex-407-A. Two cylinders shall be tested at 7 days and if the average value is below the target value as defined in 421.4.B, the remaining 2 cylinders shall be tested at 28 days. If the average value of the 2 cylinders tested at 7 days meets or exceeds the target value, but is below the minimum design strength listed in Item 421 Table 5, every third sampling frequency shall be tested at 28 days. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength listed in Item 421 Table 5, the two remaining cylinders are not required to be tested. However, testing and recording the 28 day strengths would be helpful when adjusting the required strength overdesign.				
Sampling must be in accordance with Tex-407-A. For Class S, F and H ready mix concrete for bridge slab only, air, slump, and temperature must be checked as necessary to obtain a desired consistency with a minimum of the first three loads being tested. Thereafter, test each third load for both slump and air content. Perform slump and air content tests on the same load from which strength test specimens are made. Check temperature of every load for bridge slabs and mass concrete placements. When air-entrainment requirements have been waived by the plans but the concrete mix still includes an air-entrainment agent, continue to test for air at the listed frequency.				

TABLE III – FOOTNOTES	
A -	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B -	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C -	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D -	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: - Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. - Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production.
E -	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, D, or E)					
PROJECT TESTS			REMARKS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class (D)	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
	Entrained Air (A)	Tex-416-A or Tex-414-A		1 test per 2 strength specimens	When required by specifications or plans. Sampling must be in accordance with Tex-407-A.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved.	Min. 1 design per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed in the Material Producer List. If not, sample and submit to CSTM&P for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	1 test per project, per class (for each type and brand)	
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 test per project, per class (for each type and brand)	

TABLE IV – FOOTNOTES	
A -	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B -	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C -	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
D -	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, DC, CO, LMC, K, or HES)

PROJECT TESTS				
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)
COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source) (D)
	Sieve Analysis (A)	Tex-401-A		As necessary for control
	Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source) (D)
	L.A Abrasion (A)	Tex-410-A		Two, each source
	5-Cycle Magnesium Sulfate Soundness (A)	Tex-411-A		
	FINE AGGREGATE	Sand Equivalent		Tex-203-F
Organic Impurities		Tex-408-A	1 per project, per source	
Sieve Analysis (A)		Tex-401-A	As necessary for control	
Fineness Modulus (B)		Tex-402-A	Each 20,000 CY of concrete (each source) (D)	
Deleterious Material (B)		Tex-413-A	1 per project, per source	
Acid Insoluble (A)		Tex-612-J	3,000 CY of concrete (D)	
Sieve Analysis		Tex-401-A	Min. 1 design, per class, per source	
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, DC, CO, LMC, K, or HES)

MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	Each 1,000 bbls. (For each type and brand) (D)	
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	Each 1,000 bbls. (For each type and brand) (D)	
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Joint Sealers. (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Concrete Curing Compounds. (C)
	% Solids	ASTM D 2369	At point of concrete placement – spray nozzle	2 per project	Sample from spray nozzle or from storage container. Ensure container has been agitated and mixed prior to sampling.
EVAPORATION RETARDANTS	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer list for Evaporation Retardants. (C)
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified	Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.		Only materials from CSTM&P approved sources listed in the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. (C)
MULTIPLE PIECE TIE BARS				Refer to Tex-711-I for sampling rates if not CSTM&P approved.	Sampling may be waived when the source is listed in the Material Producer List for Multiple Piece Tie Bar Producers. (C)
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by CSTM&P. See remarks.	One batch per shipment	Sampling may be waived when the source is listed in the Material Producer List for Epoxies and Adhesives. (C)

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, DC, CO, LMC, K, or HES)

MATERIAL OR PRODUCT	PROJECT TESTS			REMARKS
	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)
CONCRETE	Strength (A) (B)	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests Sampling shall be in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling shall be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing shall be waived.
	Slump	Tex-415-A	At time and location strength specimens are made	Slump is not required for slip-formed pavement. Sampling shall be in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing.
	Entrained Air (A)	Tex-416-A or Tex-414-A		When air-entrainment requirements have been waived by the plans but the concrete mix still includes an air-entrainment agent, continue to test for air at the listed frequency.
	Temperature	Tex-422-A		
	Thickness	Tex-423-A	Center of each lane	1 test for every 10 contractor job control tests Methods other than Tex-423-A may be shown on the plans.
			Every 500 feet (D)	

TABLE V – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B - When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, the analysis shall be documented on the Letter of Certification of Materials Used.
C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D - Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, and 346)

MATERIAL OR PRODUCT		PROJECT TESTS			REMARKS
		TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)		1 per project, per source
	Magnesium Sulfate Soundness (A)	Tex-411-A			Approximately 1 per every 12 Sublots
	Micro Deval	Tex-461-A			As directed by the Engineer
	Gradation	Tex-200-F			Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Deleterious Material & Decant	Tex-217-F			Gradation used to determine that no more than 20% passes a #8 sieve.
	Flat and Elongated Particles	Tex-280-F			The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Coarse Aggregate Angularity	Tex-460-A Part I			The timing of when the test is performed is at the discretion of the Engineer.
RAP	Decant	Tex-217-F Part II	Stockpile (B)		RAP not allowed in Item 342.
	Plasticity Index	Tex-106-E			Plasticity Index only required when the Decant exceeds 5%.
	Bar Linear Shrinkage	Tex-107-E	Stockpile (B)		Does not apply to Item 342.
	Organic Impurities	Tex-408-A			The Engineer may perform tests on independent or split samples to verify Contractor test results.
FINE AGGREGATE	Gradation	Tex-200-F	Bin or Silo		Gradation used to determine if the material meets gradation requirements of fine aggregates.
	Bar Linear Shrinkage	Tex-107-E			The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Gradation	Tex-200-F			
	Sand Equivalent	Tex-203-F			Does not apply to Item 342. The timing of when the test is performed is at the discretion of the Engineer.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, and 346)

MATERIAL OR PRODUCT		PROJECT TESTS			REMARKS
		TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING
ASPHALT BINDER		Compliance with Item 300 Binder & Tack Coat (A)		Sampled, tested and pre-approved by ASTM&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source
					Test a minimum of one sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binder at hot mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

MATERIAL OR PRODUCT		PROJECT TESTS			PROJECT INDEPENDENT ASSURANCE TESTS		REMARKS
		TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design)	LOCATION	FREQUENCY
COMPLETE MIXTURE	Asphalt Content (%) (A)		Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot		
	Voids in Mineral Aggregates (VMA)		Tex-207-F	Truck Sample Plant Produced (D)	1 per Sublot	Truck	1 per 10 Lots only if compactor is shared by Contractor and State
	Gradation (A)		Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per 12 Sublots (E)		Determine correlation factors for ignition oven use at a minimum of one per project.
	Boil Test		Tex-530-C	Truck Sample	1 per project		Does not apply to Item 342.
	Indirect Tensile – Dry		Tex-226-F				Determine correlation factors for ignition oven use at a minimum of one per project.
	Moisture Content		Tex-212-F Part II	Engineer Truck Sample			Unless waived by the Engineer. Does not apply to Item 342.
	Lab Molded Density (A)		Tex-207-F	Truck Sample (D)	1 per Sublot 1 per Lot for Item 342	Truck	1 per 10 Lots only if compactor is shared by Contractor and State
	Drain Down Test (A)		Tex-235-F	Engineer Truck Sample	1 per project 1 per Lot for Item 342		Unless waived by the Engineer. Does not apply to Item 342.
	Hamburg Wheel Tracker (A)		Tex-242-F	Engineer Truck Sample	1 per project		Unless waived by the Engineer. Does not apply to Item 342.
							Not required for Item 341 and Item 344.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, and 346)

MATERIAL OR PRODUCT		PROJECT TESTS			REMARKS
		TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design)
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Does not apply to Item 342.
	Segregation Profile (A)	Tex-207-F Part V	Roadway	1 per project	Does not apply to Item 342.
	Joint Density (A)	Tex-207-F Part VII			
	Tack Coat Adhesion	Tex-243-F			
	Thermal Profile	Tex-244-F	Immediately behind paver	As per Specification	
	Ride Quality Type A Type B (A)	Tex-1001-S	Travel Lanes		
FABRIC UNDERSEAL	Permeability	Tex-246-F Part I	Roadway	1 per project	Only applies to Item 342.
	Compliance with DMS-6220		Sampled, tested, and approved by CSTM&P		Collect invoices and manufacturer's certification for material delivered and ensure the material is on the approved Material Producer List. Verify approved test stamp.

TABLE VI – FOOTNOTES

A -	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B -	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C -	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D -	Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.
E -	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334)
(Refer to DMS-9210, Limestone Rock Asphalt (LRA) for testing requirements for Item 330.)

PROJECT TESTS					REMARKS
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. (D)
	Magnesium Sulfate Soundness (A)	Tex-411-A			To determine that no more than 20% passes a #8 sieve. The timing of when the test is performed is at the discretion of the Engineer.
	Gradation	Tex-200-F			Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Micro Deval	Tex-461-A			The timing of when the test is performed is at the discretion of the Engineer.
	Flat and Elongated Particles	Tex-280-F			Only applies to gravel. Unless otherwise shown on plans. The timing of when the test is performed is at the discretion of the Engineer.
	Coarse Aggregate Angularity	Tex-460-A Part I			The timing of when the test is performed is at the discretion of the Engineer.
	Deleterious Material and Decant	Tex-217-F			The timing of when the test is performed is at the discretion of the Engineer.
FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile (B)	1 per project, per source	The timing of when the test is performed is at the discretion of the Engineer.
	Organic Impurities	Tex-408-A			Not required for Item 330. Used to determine if the material meets gradation requirements of fine aggregates.
	Gradation	Tex-200-F			The timing of when the test is performed is at the discretion of the Engineer.
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	1 per project, per source	The timing of when the test is performed is at the discretion of the Engineer.
	Gradation	Tex-200-F			
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A) (C)		Sampled, tested and pre-approved by CSTM&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample from production. Sample tack coat at the distributor on the roadway. Sample binder at hot mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334)
(Refer to DMS-9210, Limestone Rock Asphalt (LRA) for testing requirements for Item 330.)**

		PROJECT TESTS			REMARKS
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	
COMPLETE MIXTURE	Asphalt Content (%) (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons (F)	Determine correlation factors for ignition oven use at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (E)	1 per 5,000 tons (F)	
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons (F)	Determine correlation factors for ignition oven use at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F Part II	Truck Sample	1 per 5,000 tons (F)	Performed by CSTM&P at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons (F)	The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons (F)	
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons (F)	The timing of when the test is performed is at the discretion of the Engineer.
	Tack Coat Adhesion	Tex-243-F	Roadway	1 per project	The timing of when the test is performed is at the discretion of the Engineer.
	Ride Quality Type A Type B (A)	Tex-1001-S	Travel Lanes	As per Specification	Engineer may verify Contractor's results.
ROADWAY					

TABLE VII – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B - Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C - Or as called for in the Specifications.
D - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E - Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.
F - Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)

PROJECT TESTS					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. (C)
	Magnesium Sulfate Soundness (A)	Tex-411-A		Approximately one every 5,000 tons of production (E)	Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Micro Deval	Tex 461-A		As directed by the Engineer	Gradation to determine that no more than 20% passes a #8 sieve. The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Gradation	Tex-200-F		1 per project, per source	The timing of when the test is performed is at the discretion of the Engineer.
	Deleterious Material & Decant	Tex-217-F			
	Flat and Elongated Particles	Tex 280-F			
	Coarse Aggregate Angularity	Tex-460-A Part I			
RAP	Decant	Tex-217-F	Stockpile (B)	As directed by the Engineer	The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Plasticity Index	Tex 106-E		Plasticity Index only required when the Decant exceeds 5%.	
FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile (B)	As directed by the Engineer	The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Organic Impurities	Tex-408-A			Gradation used to determine if the material meets gradation requirements of fine aggregates.
	Gradation	Tex-200-F			
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	As directed by the Engineer	The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Gradation	Tex-200-F			
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A)		Sampled, tested and pre-approved by CSTM&P. Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binder at hot mix asphalt. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)

MATERIAL OR PRODUCT		PROJECT TESTS			REMARKS
		TEST FOR	TEST NUMBER	LOCATION	
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (D)	1 per day	
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Unless waived by the Engineer.
	Indirect Tensile – Dry	Tex-226-F		1 per project, per design	Unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample during production.
	Tack Coat Adhesion	Tex-243-F	Roadway	1 per project	The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	
	Ride Quality Type A Type B (A)	Tex 1001-S	Travel Lanes	As per Specification	Engineer may verify Contractor's results.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CSTM&P		Collect invoices and manufacturer's certification for material delivered and ensure the material is on the approved Material Producer List. Verify approved test stamp.

TABLE VIII – FOOTNOTES

A -	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B -	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C -	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D -	Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.
E -	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE IX – MICROSURFACING (Item 350)

MATERIAL OR PRODUCT		PROJECT TESTS			REMARKS	
		TEST FOR	TEST NUMBER	LOCATION OF SAMPLING (B)		
AGGREGATE	5-Cycle Magnesium Sulfate Soundness (A)		Tex-411-A	Stockpile (B)	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC meets the project specifications. (C)
	Gradation		Tex-200-F Part II			
COMBINED BLEND	Sand Equivalent		Tex-203-F	Stockpile (B)	1 per project, per source	
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A)			Sampled, tested, and pre-approved by CSTM&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample during production. Sample tack coat at the distributor on the roadway. Sample binder at microsurfacing machine. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
CEMENT	Compliance with DMS-4600			Railroad car, truck or cement bins	Each 2,000 bbls. For each type and brand (D)	Sampling and testing may be waived when the material is listed in the Approved Producer List for Cement.
HYDRATED LIME	Compliance with DMS-6350			During delivery to project	1 per project, per source	All Lime sources must be on TxDOT's Lime Quality Monitoring Program as described in DMS-6330.
COMPLETE MIX	Asphalt Content		Tex-236-F	During production	1 per day	Determine correlation factors for ignition oven use at a minimum of one per project.
	Gradation		Tex-200-F Part II Tex-236-F			

TABLE IX – FOOTNOTES

A -	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B -	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C -	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D -	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

APPENDIX C

AASHTO ACCREDITED LABORATORIES

AASHTO Accredited CMT Laboratories in Texas

* Directory of accredited laboratories and scope of testing is maintained on the AASHTO Materials Reference Laboratory website at: <http://www.amrl.net>. Laboratory must be accredited for each specific test performed.

Commissioners Court - Regular Session**31.****Meeting Date:** 02/23/2016

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:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Discuss Kaufman Loop.
- e) Discuss Project Deliver

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: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/18/2016 09:09 AM

Commissioners Court - Regular Session

32.

Meeting Date: 02/23/2016

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

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

- a) Discuss proposed acquisition of property for right-of-way for SH 195
- b) Discuss proposed acquisition of property for proposed SH 29 project.
- c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: Sneed Loop
- f) Discuss the acquisition of real property: Neenah Blvd.
- g) Discuss the acquisition of real property: CR 119
- h) Discuss the acquisition of real property: Tradesman Park.
- i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- j) Discuss the acquisition of real property: CR 258
- k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
- l) Discuss the acquisition of real property: Arterial H.
- m) Discuss the acquisition of real property for County Facilities.
- n) Discuss the acquisition of real property for the Williamson County Expo Center.
- o) Discuss the acquisition of Easement interests on CR 240.
- p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- q) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
- r) Discuss the acquisition of real property from the Andice Cemetery.
- s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd.
- t) Discuss accepting donations of ROW for Busby Lane.
- u) Discuss an Interlocal Agreement with the City of Georgetown in regards to SW Bypass.
- v) Discuss an Interlocal Agreement with the City of Austin regarding Neenah Ave.
- w) Discuss an Assignment of Wastewater Easement to the City of Cedar Park.
- x) Discuss an Interlocal Agreement with the City of Round Rock regarding CR 110 and University
- y) Discuss an AFA Amendment #1 with State of Texas regarding RM 620
- z) Discuss accepting the donation of property for Kaufman Loop

B. Property or Real Estate owned by Williamson County

- 1). 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 proposed sale of real estate on Inner Loop
- c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
- d) Discuss proposed exchange of property with Mr. Kruger
- e) Discuss real estate at 355 Texas Ave.
- f) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
- g) Discuss the proposed sale of portion of county property by Jester Annex
- h) Discuss the proposed sale of excess right-of-way on Hwy 79 abutting 79 Business Park
- i) Discuss abandoning row on CR 359
- j) Discuss possible sale of 183 A excess right of way
- k) Discuss proposed sale of real estate of Blue Springs Blvd

- l) Discuss transfer of ROW on a portion of Williams Drive to the City of Georgetown
- m) Discuss abandonment of CR359.
- n) Discuss proposed land swap on East Old Settlers Blvd.
- o) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

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: 02/18/2016

Reviewed By

Wendy Coco

Date

02/18/2016 11:24 AM

Started On: 02/18/2016 09:07 AM